

SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
January 26, 2021

AGENDA

Call to Order - 6:00 p.m.

Student remarks and pledge to the flag by Suwannee Springcrest Elementary

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. 7-19)

December 8, 2020	- Workshop Session
	- Special Meeting
	- Expulsion Issues Hearing with Hearing Officer (Private)
December 15, 2020	- Public Hearing
	- Regular Meeting

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

General Checking Account

General Fund 1000	\$ 857,484.21
LCIF Fund 3200	241,018.71
Food Service Fund 4100	79,049.08
Federal Fund 4200	76,614.42
Elem & Sec School Emerg Relief 4410	37,743.22
Other Cares Act Relief 4420	<u>46,720.52</u>
	\$ 1,338,630.16

Payroll Checking Account

General Fund 1000	\$ 3,184,251.17
Food Service Fund 4100	139,308.23
Federal Fund 4200	344,367.48
Fund 4410	10,221.30
Fund 4420	<u>1,609.56</u>
	\$ 3,679,757.74

Total \$ 5,018,387.90

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

<u>General</u>	<u>LCIF</u>	<u>Special Revenues</u>
I-6	III-5	IV-6 (Federal)
		IV-5 (Food Service)

5. 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.)

- #2021-80 Clinical Education Agreement between the Suwannee County School Board, through RIVEROAK Technical College, Medical Administrative Assistant, Pharmacy Technician, Surgical Technology, Patient Care Technician, and Practical Nurse Education Programs and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center (*Renewal/Revised*) (NOTE: This contract replaces Contract #2021-43, which was previously Board approved on June 23, 2020.) (pgs. 20-65)
- #2021-83 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*) (NOTE: This contract replaces Contract #2021-63, which was previously Board approved on July 28, 2020.) (pgs. 66-74)

6. 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
Lili	Wilson-Martinez	Suwannee	Columbia	8
Lola	Wilson-Martinez	Suwannee	Columbia	3
Olivia	Wilson-Martinez	Suwannee	Columbia	4
Sofia	Wilson-Martinez	Suwannee	Columbia	9

7. Expulsions

- a. **Case #2020-04**: The Superintendent recommends approval of the Recommended Order, by Hearing Officer Jerry Taylor, dated December 8, 2020, for expulsion of the student through the remainder of the 2020-2021 school year. (*Final Action*)
- b. **Case #2020-05**: The Superintendent recommends expulsion of the student through the remainder of the 2020-2021 school year and all of the 2021-2022 school year. (*Final Action*)
- c. **Case #2020-06**: The Superintendent recommends approval of the Stipulated Expulsion Agreement, dated January 8, 2021, for placement of the student at Suwannee Opportunity School, in lieu of expulsion. (*Final Action*)
- d. **Case #2020-07**: The Superintendent recommends approval of the Stipulated Expulsion Agreement, dated January 8, 2021, for placement of the student at Suwannee Opportunity School, in lieu of expulsion. (*Final Action*)
- e. **Case #2020-08**: The Superintendent recommends approval of the Stipulated Expulsion Agreement, dated January 13, 2021, for placement of the student at Suwannee Opportunity School, in lieu of expulsion. (*Final Action*)
- f. **Case #2020-09**: The Superintendent recommends approval of the Stipulated Expulsion Agreement, dated January 15, 2021, for placement of the student at Suwannee Opportunity School, in lieu of expulsion. (*Final Action*)
- g. **Case #2020-10**: The Superintendent recommends approval of the Stipulated Expulsion Agreement, dated January 8, 2021, for placement of the student at Suwannee Opportunity School, in lieu of expulsion. (*Final Action*)
- h. **Case #2020-11**: The Superintendent recommends expulsion of the student through the remainder of the 2020-2021 school year. (*Final Action*)
- i. **Case #2020-12**: The Superintendent recommends approval of the Stipulated Expulsion Agreement, dated January 11, 2021, for placement of the student at Suwannee Opportunity School, in lieu of expulsion. (*Final Action*)

8. Human Resources Transactions (pgs. 75-78)

REGULAR AGENDA

1. 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.)

#2021-84 Data Sharing Security Agreement between the Suwannee County School Board and the Office of Student Financial Assistance (OSFA), a division of the Florida Department of Education (*New*) (**pgs. 79-84**)

2. The Superintendent presents the following report for informational purposes:
 - a. Suwannee County District School Board Financial and Federal Single Audit, for the Fiscal Year Ended June 30, 2020 (A copy of the report is available for review in the office of the Chief Financial Officer.)

3. The Superintendent recommends approval of the following forms:

- a. #5100-094b Expulsion-Stipulated Expulsion Agreement Form (*Revised*) (**pgs. 85-86**)
- b. #5100-094c Expulsion-Supt. Letter to Parent-Student Election of Rights Form (*Revised*) (**pgs. 87-89**)
- c. #5100-094h Expulsion-Supt. Letter to Parent-Student Notice of Hearing Form (*Revised*) (**pgs. 90-91**)
- d. #5100-094j Expulsion-Principal Letter to Parent-NO Option-Expulsion (*Revised*) (NOTE: This form replaces Form #7200-069.) (**pg. 92**)
- e. #5100-094k Expulsion-Principal Letter to Parent-WITH Option (*Revised*) (NOTE: This form replaces Form #7200-069A.) (**pgs. 93-94**)
- f. #5100-094l Expulsion-Final Order-Hearing Officers RO-Expulsion (*New*) (**pgs. 95-97**)

4. Comments from Student Ambassadors

5. Legal Counsel's Report

6. Superintendent's Report

7. Issues and concerns Board members may wish to discuss

End of Agenda

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
December 8, 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 Tim Alcorn, Norman Crawford, Ed daSilva, Jerry Taylor, and Ronald White (arrived at 9:06 a.m.), 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, Amy Boggus, Tammy Boggus, Bill Brothers, Jimmy Cherry (arrived at 11:00 a.m.), Lisa Dorris, Janene Fitzpatrick, Lisa Garbett, Ronnie Gray (arrived at 9:16 a.m.), Malcolm Hines (arrived at 9:15 a.m.), Mary Keen, Debbie Land, Dee Dee McManaway, Kecia Robinson, Keith Stavig, Angie Stuckey, Marsha Tedder, Julie Ulmer, TJ Vickers, Kelly Waters, Jimmy Wilkerson (arrived at 9:30 a.m.), Josh Williams, Kelli Williams, and Laura Williams.

Chairman Alcorn called the meeting to order at 9:02 a.m., and led the pledge.

Assistant Superintendent of..... Janene Fitzpatrick
Instruction Department Update

Mrs. Fitzpatrick provided a PowerPoint presentation regarding Innovative Learning Option Changes and Strategic Plan Update.

The workshop recessed at 10:31 a.m. and resumed at 10:35 a.m.

Curriculum and Instruction Department Update..... Jennifer Barrs

Ms. Barrs and Mrs. Kelli Williams distributed and reviewed a handout regarding Florida's Benchmarks for Excellent Student Thinking (BEST) Standards Timeline and Adaptive Progress Monitoring Overview.

School Choice Department Update Angie Stuckey

Mrs. Stuckey provided a PowerPoint presentation regarding an update for the School Choice Department.

Superintendent Update Ted Roush

Mr. Roush shared information on the following:

- Distributed and reviewed a handout on the SCSD Daily COVID-19 Status through December 7, 2020, which was received by the Suwannee County Health Department.
- Distributed and reviewed a handout regarding a memo from the Florida Department of Health pertaining to updated quarantine guidance, dated December 4, 2020.
- Discussion that was held at a previous Board meeting regarding lockers for SMS and BHS for 6th-8th grades only – Mr. Roush proposed if a parent has a concern with a book bag for their child, then contact the school administration and a locker will be assigned if there is a legitimate need; do not need to mass assign lockers; feels the matter can be resolved between parent and school administration. Discussion held regarding possible solutions. Board consensus was to proceed as Mr. Roush proposed with parents contacting school administration for their child to be assigned a locker, if needed, along with a medical professional's note.
- Mr. Roush asked if our District wanted to engage as part of the juul/vaping lawsuit, where districts have incurred additional expenses for vaping detectors. Mr. Roush has not wanted our District to participate in the lawsuit; however, Mr. Dietzen has said that we need to make a decision. Mr. Roush deferred to Mr. Dietzen, who provided background information on the lawsuit. Discussion followed. Board consensus was not to proceed with participating in the lawsuit.
- Distributed and reviewed a handout regarding the new proposed administrator salary schedule item, which was tabled at a previous Board meeting. Mr. Roush provided information regarding the differences in salary schedules for 2013-2014 and 2020-2021. Discussion followed. Mr. Roush stated he will provide additional information on this subject at a future workshop (information to include the cost to convert to the new/proposed administrative salary schedule; and our teacher/administrative salaries versus state and surrounding county comparison).

The workshop adjourned at 12:43 p.m.

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
December 8, 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 Tim Alcorn, Norman Crawford, Ed daSilva, Jerry Taylor, and Ronald White, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen and Administrative Secretary Karen Lager. Chief Financial Officer Vickie DePratter was absent.

Chairman Alcorn called the meeting to order at 12:51 p.m.

MOTION by Mr. White, second by Mr. Crawford, for approval to adopt the agenda. MOTION CARRIED UNANIMOUSLY

1. MOTION by Mr. daSilva, second by Mr. Taylor, for approval of the Human Resources Transactions (pgs. 2-3) MOTION CARRIED UNANIMOUSLY

RECOMMENDATIONS FOR THE 2020-2021 SCHOOL YEAR:

SUPPLEMENTARY:

Approval for the following to be paid a Planning Period Supplement, pro-rated for Semester 1 for 4 weeks, beginning November 16, 2020, and all of Semester 2:

Brandy Allen

Suwannee Opportunity School

MISCELLANEOUS:

District Wide/21st Century:

Approval of the following employees to work as a paraprofessional or teacher in the 21st Century Program:

Ash, Tara
Beach, Mark
Diaz, Janet
Knighton, Hannah
Lewis, Majerian
McCall, Janice
McCook, Jenny
McMillan, Jennifer
Melland, Holly
Melton, Catherine
Monroe, Rebecca
Mowry, Michelle
Murphy, Emily
Parker, Charis
Turman, Michele

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

The meeting adjourned at 12:53 p.m.

SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
December 15, 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 Chairman Tim Alcorn, Norman Crawford, Ed DaSilva, Jerry Taylor, and Ronald White, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager.

School Resource Officer Barry Raulerson was also present.

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

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

- | | |
|--------|---|
| #2.16 | Prohibiting Discrimination, Including Sexual and Other Forms of Harassment (<i>Revised</i>) |
| #3.06 | Safe and Secure Schools (<i>Revised</i>) |
| #3.30 | Automatic External Defibrillators (<i>Revised</i>) |
| #4.181 | Exertional Heat Illness (<i>New</i>) |
| #5.101 | Bullying and Harassment (<i>Revised</i>) |
| #5.105 | Dating Violence and Abuse (<i>Revised</i>) |

Chairman Alcorn called for comments or questions regarding the additions and revisions to the Suwannee County School Board Policy Manual, and there were none.

The hearing adjourned at 5:56 p.m.

SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
December 15, 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 Tim Alcorn, Norman Crawford, Ed daSilva, Jerry Taylor, and Ronald White, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager.

School Resource Officer Barry Raulerson was also present. Student Ambassadors Morgan Larney and Isaac Mincks were absent.

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

Student remarks and pledge to the flag by Suwannee Riverside Elementary Arts in Action Club 3rd-5th Grade Student Organization.

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.)

➤ There were none.

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

MOTION by Mr. Taylor, second by Mr. Crawford, for approval of the Consent Agenda. 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. 6-21)**

November 10, 2020	- Workshop Session
	- Special Meeting
November 17, 2020	- Reorganization Meeting
	- Regular Meeting

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

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

General Checking Account

General Fund 1000	\$	456,567.84
LCIF Fund 3200		72,072.79
Spec Act Revenue Bond 3210		64,076.00
Food Service Fund 4100		128,269.58
Federal Fund 4200		84,571.02
Elem & Sec School Emerg Relief Fund 4410		10,655.65
Other Cares Act Relief Fund 4420		<u>2,642.43</u>
	\$	818,855.31

Payroll Checking Account

General Fund 1000	\$	3,293,911.67
Food Service Fund 4100		147,763.02
Federal Fund 4200		359,183.40
Elem & Sec School Emerg Relief Fund 4410		10,929.96
Other Cares Act Relief Fund 4420		<u>3,281.81</u>
	\$	3,815,069.86

<u>Total</u>	\$	4,633,925.17
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4. Approval of the following budget amendments for fiscal year 2020-2021:

<u>General</u>	<u>LCIF</u>	<u>Special Revenues</u>
I-5	III-4	IV-5 (Federal)

5. Approval of the following contract/agreement for the 2020-2021 school year:
(RENEWAL)

#2021-82 Engagement Agreement between Rumberger, Kirk, and Caldwell P.A. and Suwannee County School District for legal services (Note: The original Engagement Agreement was reviewed and approved by legal counsel, Guy Norris, Columbia County School Board Attorney [at that time], and there are no substantive changes to the renewal.) (*Renewal*) (pgs. 22-26)

6. 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
Shaylynn	Keith	Suwannee	Columbia	K
Kase	Wetherington	Suwannee	Hamilton	3

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Kaylee	Allen	BES	Riverside	K

7. Expulsions/Suspensions

- a. Case #2020-03: The Superintendent recommends expulsion of the student through the remainder of the 2020-2021 school year.
(*Final Action*)
- b. Case #2020-05: The Superintendent recommends extending suspension of the student until the case is placed on the agenda for final action. (*For informational purposes only.*)

8. Human Resources Transactions (pgs. 27-30)

RECOMMENDATIONS FOR THE 2020-2021 SCHOOL YEAR:

RECOMMENDATION: ADMINISTRATIVE:

Suwannee Virtual School:

Lisa Garbett, Interim Coordinator of Virtual School, effective November 16, 2020

REPLACES: Karen Braun

RETIREMENT INSTRUCTIONAL:

Suwannee High School:

James Sellers, Teacher, effective June 1, 2021

Suwannee Pineview Elementary:

Veronica Daquila, Teacher, effective January 4, 2021

RESIGNATION INSTRUCTIONAL:

Branford High School:

Jerrica Byrd, Teacher, effective November 30, 2020

RECOMMENDATION: INSTRUCTIONAL:

Branford High School:

Matthew Yancey, Teacher, effective November 20, 2020

REPLACES: Cynthia Frye

Suwannee Pineview Elementary:

Jennifer Wooley, Guidance Counselor, effective February 1, 2021

REPLACES: Tamara Williams

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

Suwannee Middle School:

Kimberly Boatright, teacher, February 25, 2020 (2.5 hrs.) and November 4, 2020 (4 hrs.) for a total of 6.50 hours

LEAVE OF ABSENCE (MATERNITY):

Suwannee Pineview Elementary:

Emily Goss, Teacher, effective January 4, 2021 through May 28, 2021

MISCELLANEOUS:

Approval for Joann Barton to work additional hours as a teacher in the 4th Grade After School Reading Program:

SUPPLEMENTARY:

<u>Employee Name</u>	<u>Position</u>	<u>Location</u>
Travis Arnold	Head JV Softball Coach	Branford High School
Whitney Dubose	Head Middle School Softball Coach	Branford High School
Amanda Mabey	Head Girls' Soccer Coach	Suwannee Middle School
Stephen Morgan	Assistant Swim Coach	Suwannee High School
*Gina Nardiello	Assistant Girls' Basketball Coach	Suwannee Middle School
Letavian Philpot	Assistant Boys' Basketball Coach	Suwannee Middle School
Abigail Rodriguez	Assistant Band Director	Suwannee High School
*Bryan Wainwright	Head Wrestling Coach	Suwannee Middle School
Alex Walker Sory	Head JV Softball Coach	Suwannee High School
<i>*Pending certification</i>		

RETIREMENT: NON-INSTRUCTIONAL/SCHOOL RELATED:

Suwannee High School:

Kathy Aukerman, Administrative Secretary, effective August 2, 2021

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Suwannee Middle School:

Cathy Reed, Food Service Monitor, effective November 30, 2020

REPLACES: Taylor Farrar

Janice Thompson, Food Service Monitor, effective November 30, 2020

REPLACES: Vadarian Robinson

Maritza Torres, Paraprofessional, effective December 1, 2020

REPLACES: Leslie Ramsey

Suwannee Pineview Elementary:

Billie Jo Vann, Custodian (Temporary) effective November 13, 2020

REPLACES: Vernita Reed

Loretta Polite, Custodian (Temporary) effective November 10, 2020

REPLACES: Stephanie Pinkard

Suwannee Riverside Elementary:

Daycia Bandy, Paraprofessional, effective November 18, 2020

REPLACES: Tramane Carwise

Suwannee Springcrest Elementary:

Clifford Shearer, Custodian, effective November 23, 2020

REPLACES: Damien Rickett

LEAVE OF ABSENCE (FAMILY MEDICAL LEAVE):

Facilities:

Levi McCall, Groundsman, November 2, 2020 through January 29, 2021

With the option to return sooner if released by his doctor

Suwannee Pineview Elementary:

Stephanie Pinkard, Custodian, September 18, 2020, September 21, 2020 through October 30, 2020, and November 3, 2020 through December 4, 2020

Suwannee Riverside Elementary:

Jody Ellison, Custodian, December 1, 2020 through February 19, 2021

With the option to return sooner if released by his doctor

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

Transportation:

Amber Mathis, Bus Driver, September 14, 2020 (4 hrs.), October 30, 2020 (4 hrs.), November 13, 2020 (4 hrs.), November 16, 2020 (2 hrs.) and November 20, 2020 (2 hrs.) for a total of 16 hours

SUBSTITUTES:

The following to serve as Substitute Bus Attendants:

Alacia Gray

Crystal Mindedahl-Braden

Mary Noble

VOLUNTEERS:

Brittany Broughton

Nathan Broughton

Rachel Derringer

Lorena Gardner

Kimberly Hammock

Logan Hurst

Michael McCartney

Patrick Osborne

Heather Sabourin

Caroline Suggs

Laura Welch

End of List
2020-2021
School Year

REGULAR AGENDA

1. MOTION by Mr. daSilva, second by Mr. Crawford, for 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.)

- | | |
|--------|---|
| #2.16 | Prohibiting Discrimination, Including Sexual and Other Forms of Harassment (<i>Revised</i>) |
| #3.06 | Safe and Secure Schools (<i>Revised</i>) |
| #3.30 | Automatic External Defibrillators (<i>Revised</i>) |
| #4.181 | Exertional Heat Illness (<i>New</i>) |
| #5.101 | Bullying and Harassment (<i>Revised</i>) |
| #5.105 | Dating Violence and Abuse (<i>Revised</i>) |

MOTION CARRIED UNANIMOUSLY

2. MOTION by Mr. daSilva, second by Mr. White, for approval of the following resolution for the 2020-2021 school year: (NEW)

- | | |
|-----------|---|
| #2021-06R | HB 969 Resolution Supporting Affordable and Reliable High-Speed Internet Throughout Florida (<i>New</i>) (pgs. 31-32) |
|-----------|---|

MOTION CARRIED UNANIMOUSLY

3. Comments from Student Ambassadors – N/A
4. Legal Counsel's Report – No legal matters to report.
5. Superintendent's Report
 - Distributed and reviewed SCSD Daily COVID-19 Status through December 15, 2020, as provided by the Suwannee County Health Department.
 - Wished everyone a Merry Christmas and a Happy New Year; looking forward to 2021 with optimism.
 - Thanked Marsha Tedder, her staff, and her students for their overall enthusiasm, as well as their participation in tonight's meeting.

6. Issues and concerns Board members may wish to discuss

- Board members wished everyone a Merry Christmas and a Happy New Year. They thoroughly enjoyed the retiree social held this afternoon.
- Mr. White asked for the following items to be placed on a future workshop agenda for discussion:
 - Budget summary year-to-date
 - Summary of expenditures for CARES
 - Procedure of principals issuing no trespassing against parents
- Mr. Taylor expressed his concern to please be cautious when addressing the topic for a principal to issue a no trespassing against parents. He asked for the following items to be placed on a future workshop agenda for discussion:
 - Self-insured health insurance plan
 - Sudden cardiac arrest in relation to our student athletes (if possible, would like for Michele Howard to present this topic)
- Mr. Taylor commended Mr. Roush for his excellent leadership, especially with what we've had to deal with over this past year.

The meeting adjourned at 6:51 p.m.

SCHOOL AFFILIATION AGREEMENT

THIS SCHOOL AFFILIATION AGREEMENT (this "Agreement") is made as of July 1, 2020 (the "Effective Date") by and between Suwannee County School Board thru RIVEROAK Technical College ("School") and Notami Hospitals of Florida d/b/a Lake City Medical Center ("Hospital"). School and Hospital may be referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, School enrolls students in an accredited degree program in the field of Medical Administrative Assistant, Pharmacy Technician, Surgical Technology, Patient Care Technician, Practical Nursing (the "Degree Program");

WHEREAS, Hospital operates a comprehensive acute-care medical-surgical hospital located at 340 NW Commerce Dr, Lake City, Florida 32055 (the "Facility");

WHEREAS, School desires to provide to (60) students per year enrolled in the Degree Program a clinical learning experience through the application of knowledge and skills in actual patient-centered treatment situations in a health care setting; and

WHEREAS, Hospital will make the Facility available to School for such clinical learning experience, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. RESPONSIBILITIES OF SCHOOL.

- (a) **Clinical Program.** School will develop, implement and operate the clinical learning experience component of the Degree Program at the Facility in a form and format acceptable to Hospital ("Clinical Program"). School may modify the Clinical Program from time to time with Hospital's permission and will promptly incorporate reasonable changes to the Clinical Program requested by Hospital from time to time. With respect to the Clinical Program, School will:
 - (i) ensure the adequacy of Degree Program resources, including up-to-date reference materials, and the academic preparation of students enrolled in the Degree Program, including theoretical background, basic skills, professional ethics, and attitude and behavior, for participation in the Clinical Program and will assign to the Clinical Program only those students who have demonstrated the ability to successfully participate in the Clinical Program (each a "Participating Student");
 - (ii) advise each Program Participant (defined below) to attend training and orientation with respect to applicable Hospital policies and procedures prior to the commencement of each Clinical Program rotation during the Term (each a "Rotation");
 - (iii) provide training for Hospital's representatives who will support the Clinical Program regarding Clinical Program features and expectations, and Participating Student evaluations, as requested by Hospital from time to time;
 - (iv) identify to Hospital each Program Participant who will participate in a Rotation as soon as that information is reasonably available to School;
 - (v) require Program Participants to comply with applicable laws and Hospital policies and procedures when onsite at the Facility;

SCSB 2021-80 (REVISED/RENEWAL)

(Replaces SCSB 2021-43; previously SCSB approved on 06/23/2020)

- (vi) require Program Participants to treat Hospital patients, staff and Clinical Program supervisors with courtesy and respect and do not disrupt Facility operations or the provision of health care services for Hospital's patients;
- (vii) timely prepare and update with input from Hospital rotation schedules for each Participating Student throughout each Rotation and coordinate the same with Hospital;
- (viii) require Participating Students to arrive early for each scheduled Rotation, except when a Participating Student is ill or attending to a personal emergency;
- (ix) provide continuing oral and written communication with Hospital regarding Participating Student Clinical Program performance and evaluation and other pertinent information;
- (x) participate and ensure that Program Participants participate in Hospital's Quality Assurance and related programs;
- (xi) participate and require Program Participants to participate in Hospital training as determined necessary by Hospital from time to time; and
- (xii) promptly perform additional duties to facilitate operation of the Clinical Program as may be deemed reasonable or necessary by Hospital from time to time.

(b) Responsibility.

- (i) School will retain ultimate responsibility for the appointment of faculty from the Degree Program to support the Clinical Program, for educating and supervising Participating Students and for evaluating Participating Students' performance with respect to the Clinical Program.
- (ii) Without limiting the foregoing, all Participating Students, Degree Program faculty and other School representatives onsite at the Facility (collectively "Program Participants") shall be accountable to the Hospital's Administrator while onsite at the Facility.
- (iii) School will address all Program Participant complaints, claims, requests and questions regarding the Clinical Program. If necessary, School's Program Representative will follow-up with Hospital's Program Representative to address unresolved issues.

(c) Compliance with Program Requirements. School acknowledges that compliance by School and each Program Participant with the terms and conditions of this Agreement and Hospital policies and procedures is a condition precedent to Program Participant access to the Facility. Non-compliance or partial compliance with any such requirement may result in an immediate denial of access or re-access to the Facility.

(d) Dress Code. School will cause Program Participants to conform to reasonable personal appearance standards imposed by Hospital and wear ID badges as requested by Hospital from time to time. School will cause Program Participants to pay for their own meals at the Facility. School acknowledges and will regularly inform Program Participants that Hospital is not responsible for personal items lost or stolen at the Facility.

(e) Use of the Facility. School will ensure that Program Participants use the Facility solely for the purpose of providing to Participating Students clinical learning experience pursuant to the Clinical Program.

(f) Records. School will cause each Program Participant to timely complete and save in Hospital's systems as directed by Hospital accurate records of all services provided by the

SCSB 2021-80 (REVISED/RENEWAL)

(Replaces SCSB 2021-43; previously SCSB approved on 06/23/2020)

Program Participant to a Hospital patient ("Records"). All Records are and will remain the property of Hospital, subject to the rights of patients with respect to such records and to the terms of applicable law. Hospital will provide to School a copy of Records for all lawful purposes, including defense of liability claims.

- (g) **Program Participants**. School will provide to Hospital information regarding each Program Participant, including health examination and immunization records, documentation attesting to the competency of Degree Program faculty (e.g., state licensure, board certification in the relevant Specialty, etc.) and background checks and drug screens as determined reasonably necessary in Hospital's discretion from time to time.
- (h) **Program Participant Statements**. School shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B prior to each non-consecutive Rotation.
- (i) **Liability Insurance**. School shall obtain and maintain occurrence-type general and professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate per Program Participant, with insurance carriers or self insurance programs approved by Hospital and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the Term and upon the termination or expiration of this Agreement, School shall purchase tail coverage for a period of three years after the termination or expiration of this Agreement (said tail coverage shall be in amounts and type equivalent to the claims-made coverage). School shall further, at its expense, obtain and maintain for the Term workers' compensation insurance and unemployment insurance for School-employed Program Participants. School will notify Hospital at least thirty (30) calendar days in advance of any cancellation or modification of insurance coverage required hereunder and shall promptly provide to Hospital, upon request, certificates of insurance evidencing the above coverage.

Notwithstanding the foregoing, if the School is a public entity entitled to governmental immunity protections under applicable state law, then the School shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable law; but the School shall provide such insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. Nothing in this agreement is intended to be construed or interpreted as (1) denying either School or Hospital any remedy or defense available to it under state laws; (2) the consent of the State where School is located or any of its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State or the School beyond any waiver explicitly stated in state statutes.

- (j) **Health of Program Participants**. School will advise Program Participants that no Program Participant will be permitted to attend the Clinical Program until he or she submits to a medical examination acceptable to Hospital.

School will require each Program Participant to maintain health insurance and provide proof of health insurance to the School prior to participating in the Clinical Program. School will cause Program Participants to provide to Hospital proof of health insurance as requested by Hospital from time to time.

In the event a Program Student is exposed to an infectious or environmental hazard or other occupational injury while at the Hospital, the Hospital, upon notice of such incident from the Participating Student, will provide such emergency care as is provided its employees. School acknowledges that Hospital is not and will not be financially responsible for a Program Participant's medical care or treatment regardless of the Program Participant's condition or injury or cause of

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injury whether occurring at the Facility or otherwise and regardless of fault or cause of injury.

School will ensure that each Participating Student furnishes to Hospital prior to each non-consecutive Rotation a complete copy of the following health records (Participating Students will not be allowed to access the Facility until all records are provided):

- (i) Tuberculin skin test performed within the past twelve (12) months or documentation as a previous positive reactor;
 - (ii) Proof of Rubella and Rubeola immunity by positive antibody titers or two (2) doses of MMR;
 - (iii) Proof of Varicella immunity, by positive history of chickenpox or Varicella immunization;
 - (iv) Proof of Influenza vaccination during the flu season, October 1 to March 31, (or dates defined by CDC), or a signed Declination Form; and
 - (v) Proof of Hepatitis B Immunization or declination of vaccine, if patient contact is anticipated.
- (k) **Performance.** All faculty provided by School to support the Clinical Program shall be faculty members of the Degree Program, duly licensed, certified or otherwise qualified to support the Clinical Program in the capacity proposed by School. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any non-conflicting rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.
- (l) **Background Checks.**
- (i) School will ensure that each Program Participant obtains prior to each non-consecutive Rotation a background check acceptable to Hospital, including, at a minimum, the following:
 - A. Social Security Number Verification;
 - B. Criminal Search (7 years or up to 5 criminal searches);
 - C. Violent Sex Offender and Predator Registry Search;
 - D. HHS/OIG List of Excluded Individuals;
 - E. GSA List of Parties Excluded from Federal Programs;
 - F. U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN); and
 - G. Applicable State Exclusion List, if available.
 - (ii) Background Checks for Program Faculty, if School provides Faculty on site, who

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will be treating patients in the Facility shall include all of the above, and the following:

- A. Education verification (highest level);
- B. Professional license verification;
- C. Certifications & Designations check;
- D. Professional Disciplinary Action search;
- E. Department of Motor Vehicle Driving History, based on responsibilities; and
- F. Consumer Credit Report, based on responsibilities.

- (iii) School shall provide to Hospital an *Attestation of Satisfactory Background Investigation* in the form attached hereto as Exhibit C prior to each non-consecutive Rotation. If the background check discloses adverse information about a Participating Student, School shall immediately remove the student from the Clinical Program. School further agrees to an annual compliance audit of background checks, if requested by Hospital and approved by any Program Participant pursuant to the Fair Credit Reporting Act (FCRA).

- (m) **Drug Testing.** School will ensure that each Program Participant obtains prior to each non-consecutive Rotation a drug test acceptable to Hospital, including, at a minimum, the following:

- (i) Substances tested prior to placement at the Hospital must at a minimum include amphetamines, barbiturates, benzodiazepines, opiates, fentanyl analogues, methadone, marijuana, meperidine, and cocaine.
- (ii) A Program Participant may be required to undergo additional drug and alcohol testing upon reasonable suspicion that the Program Participant has violated Hospital's policies, and after any incident that involves injury or property damage.

Hospital shall not bear the cost of any such tests. Should the testing disclose adverse information as to any Program Participant, Hospital shall have no obligation to accept that Program Participant at the Hospital. To the extent that any Program Participant violates the policy for drug or alcohol abuse after placement at the Facility, or refuses to cooperate with the requirement for a search or reasonable suspicion and reportable accident testing, then the Facility may immediately remove the Program Participant from participation in the Program at the Facility.

- (n) **Student Documentation.** School will maintain all documentation required to evidence compliance by each Program Participant with the terms and conditions of Subsections 1(g)-(m) of this Agreement during the Term and for at least ten (10) years following expiration or termination of this Agreement.

- (o) **Access to Resources.** The School shall ensure that its department heads have authority to ensure faculty and Participating Student access to appropriate resources for the Participating Students' education.

2. RESPONSIBILITIES OF HOSPITAL.

- (a) Hospital will make Facility access reasonably available to Program Participants and reasonably

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cooperate with School's orientation of all Program Participants to the Facility. Hospital shall provide Program Participants with access to appropriate clinical experience resources for the Clinical Program. Hospital shall provide reasonable opportunities for Participating Students to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care and quality standards.

- (b) Upon the request of School, Hospital shall assist School in the evaluation of each Participating Student's performance in the Clinical Program. Any such evaluations shall be returned to School in a timely manner. However, School shall at all times remain solely responsible for the evaluation and education of Participating Students.
- (c) Hospital will ensure that the Facility complies with applicable state and federal workplace safety laws and regulations. In the event a Participating Student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the Facility, it shall provide, upon notice of such incident from the Participating Student, such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such emergency care, Facility will refer such student to the nearest emergency facility.
- (d) To the extent Hospital generates or maintains educational records for Participating Students that are subject to the Family Educational Rights and Privacy Act (FERPA), Hospital will comply with applicable FERPA requirements. For purposes of this Agreement, School shall designate Hospital as a school official with a legitimate educational interest in the educational records of Participating Students to the extent that access to School's records is required by Hospital to carry out the Clinical Program.
- (e) Upon reasonable request, Hospital will provide proof to School that Hospital maintains liability insurance in an amount that is commercially reasonable.
- (f) Hospital will provide written notification to School if a claim arises involving a Program Participant. Both Hospital and School agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
- (g) Hospital will resolve any situation in favor of its patients' welfare and may restrict a Participating Student to the role of observer when necessary in Hospital's discretion. Hospital will notify School's Program Representative (defined below) when such action has occurred.
- (h) Upon reasonable notice from School, Hospital will make the Facility reasonably available for inspection during normal business hours by organizations that provide or may provide academic accreditation for the Degree Program. Such inspections must be accompanied at all times by a Hospital representative and are contingent upon receipt by Hospital of executed agreements that Hospital believes are reasonably necessary or convenient to protect the confidentiality and security of Hospital's information. School will promptly reimburse Hospital for all direct costs incurred by Hospital in connection with such accreditation inspections.
- (i) Hospital shall provide Program Participants with access to and Participating Students with required training in the proper use of electronic medical records or paper charts, as applicable.
- (j) Hospital shall provide student security badges or other means of secure access to Facility patient care areas.

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- (k) Hospital shall provide Program Participants with computer access, and access to call rooms, if necessary.
- (l) Hospital shall provide secure storage space for Participating Students' personal items when at the Facility.
- (m) Hospital shall provide qualified and competent staff members in adequate number for the instruction and supervision of students using the Facility.

3. MUTUAL RESPONSIBILITIES. The Parties shall cooperate to fulfill the following mutual responsibilities:

- (a) Each Party will identify to the other Party a Clinical Program representative (each a "Program Representative") on or before the execution of this Agreement. School's Program Representative shall be a faculty member who will be responsible for Participating Student teaching and assessment provided pursuant to this Agreement. Each Party will maintain a Program Representative for the Term and will promptly appoint a replacement Program Representative if necessary to comply with this Agreement. Each Party will ensure that its Program Representative is reasonably available to the other Party's Program Representative.
- (b) School will provide qualified and competent Degree Program faculty in adequate number for the instruction, assessment and supervision of Participating Students at the Facility.
- (c) Both School and Hospital will work together to maintain a Clinical Program emphasis on high quality patient care. At the request of either Party, a meeting or conference will promptly be held between the Parties' respective Program Representatives to resolve any problems in the operation of the Clinical Program.
- (d) School acknowledges, and will inform Participating Students that Participating Students are trainees in the Clinical Program and have no expectation of receiving compensation or future employment from Hospital or School. Participating Students are not to replace Hospital staff and are not to render unsupervised patient care and/or services. Hospital and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Participating Student's level of training.
- (e) Any courtesy appointments to faculty or staff by either School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.
- (f) Both School and Hospital will work together to create and maintain an appropriate learning environment for the Participating Students.
- (g) The School, including its faculty, staff and residents, and the Hospital share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Participating Student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

4. WITHDRAWAL OF PARTICIPATING STUDENTS. Hospital may immediately remove a Participating Student from the Facility when in Hospital's discretion his or her clinical performance is unsatisfactory or his or her behavior is disruptive or detrimental to Hospital operations and/or Hospital's patients. In such event, School will immediately remove the Participating Student from the Clinical Program. It is understood that only School can dismiss the Participating Student from the Clinical Program. School may terminate a Participating Student's participating in the Clinical Program when it determines, in its sole discretion, that further participation by the student would no longer be appropriate.

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5. **FEES.** All fees generated by or in connection with services provided by Program Participants to Hospital patients belong to Hospital. School on behalf of itself and each Program Participant hereby assigns to Hospital all right, title and interest (if any) in and to such fees. If School or any Program Participant receives any fees or other reimbursement for services provided by Program Participants to Hospital patients, School will and will cause Program Participants to immediately deliver and endorse over to Hospital all such amounts. School will and will cause Program Participants not to bill Hospital patients for services provided. School will and will cause Program Participants to take all actions and execute all documents reasonably requested by Hospital in order for Hospital to collect fees and payments for health care services provided by Program Participants.

6. **INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES; EMPLOYMENT DISCLAIMER.**

- (a) The Parties hereby acknowledge that they are independent contractors, and neither School nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or authority nor hold itself out to have the right or authority to bind the other Party and neither shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.
- (b) Each Party acknowledges Participating Students will not be considered employees or agents of Hospital or School for any purpose. Participating Students will not be entitled to receive any compensation from Hospital or School or any benefits of employment from Hospital or School, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.
- (c) School acknowledges that Hospital has not and is not obligated to implement or maintain insurance coverage for the benefit or protection of School or Program Participants.

7. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of Participating Students, or as to any aspect of the Clinical Program; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Clinical Program.

8. **INDEMNIFICATION.** To the extent permitted by applicable law and without waiving any defenses, School shall indemnify and hold harmless Hospital and Hospital's officers, directors, trustees, medical and nursing staff, representatives and employees from and against all third-party liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of School or any of its Program Participants, agents, representatives or employees in connection with this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements.

9. **CONFIDENTIALITY.** School will and will advise Program Participants to keep strictly confidential and hold in trust all non-public information of Hospital, including all patient information, and refrain from disclosing such confidential information to any third party without the express prior written consent of Hospital, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after Hospital is permitted an opportunity to minimize the potential harmful affects of such disclosure. School shall not disclose the terms of this Agreement to any person who is not a party to this

Agreement, except as required by law or as authorized by Hospital. These confidentiality requirements survive the termination or expiration of the Agreement. In addition to the requirements set forth in this Section, Program Participants shall abide by the terms of Exhibit B.

10. TERM; TERMINATION.

- (a) The term of this Agreement will commence on the Effective Date and will continue for two (2) years unless terminated as provided below (the "Term").
- (b) Either Party may terminate this Agreement at any time without cause upon at least sixty (60) calendar days prior written notice to the other Party, provided that all Participating Students participating in the Program at the time of notice of termination or who are already scheduled to train at the Facility shall be given the opportunity to complete the then-current Program rotation or previously scheduled clinical assignment.
- (c) The Parties may terminate this Agreement at any time by mutual written agreement.
- (d) Hospital may immediately terminate this Agreement at any time upon notice to School in the event of a breach of Section 11 of this Agreement.

11. REPRESENTATIONS AND WARRANTIES.

- (a) School hereby represents to Hospital as of the Effective Date and warrants to Hospital for the Term that:
 - (i) School and its Program Participants: (A) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (B) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (C) are not under investigation or otherwise aware of any circumstances which may result in the School, or a Program Participant being excluded from participation in the Federal health care programs; and
 - (ii) in the aggregate, School and all of School's affiliates compensate all physician employees and physician contractors (if any) (A) in an amount that is consistent with fair market value for actual services provided, and (B) in a manner that does not vary with or take into account the volume or value of patient referrals to, or other business generated for, Hospital or any of Hospital's affiliates. Furthermore, all of School's and its affiliates' compensation arrangements with physician employees and physician contractors are memorialized in a signed written agreement or other satisfy an exception to the Stark Law physician referral prohibitions provided in 42 U.S.C. § 1395nn(a)(1).
- (b) The representation and warranty set forth above is an ongoing representation and warranty for the Term of this Agreement. School will immediately notify Hospital in writing of any change in status of the representation and warranty set forth in this section.

12. TRAVEL EXPENSES. No expense of School or of a Program Participant will be paid or reimbursed by Hospital unless that expense is approved by Hospital in writing in advance and is incurred and documented in accordance with applicable Hospital travel and expense policies.

13. USE OF NAME OR LOGO. School will not, and will cause Program Participants not to use names, logos or marks associated with Hospital without the express written consent of Hospital in each case.

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14. **ENTIRE AGREEMENT.** This Agreement and its Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement of the Parties. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

15. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

16. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

17. **NO WAIVER.** Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.

18. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the state in which Hospital is located. Venue for all disputes arising in connection with this Agreement will be in the federal or state courts with jurisdiction for the area where the Hospital is located.

19. **ASSIGNMENT; BINDING EFFECT.** School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

20. **NOTICES.** All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital: Notami Hospitals of Florida d/b/a Lake City Medical
340 NW Commerce Dr
Lake City, FL 32055
Attention: President and CEO

Copy to: HCA Legal Department
Attention: Operations Counsel
One Park Plaza, Bldg. 1, 2-West
Nashville, TN 37203

If to School: Suwannee County School District
1740 Ohio Avenue South
Live Oak, FL 32064
Attention: Ted L. Roush, Superintendent

or to such other person or place as either Party may from time to time designate by written notice to the other Party.

21. **COUNTERPARTS.** This Agreement may be executed in multiple parts (by facsimile transmission or otherwise) and each counterpart shall be deemed an original, and all of which together shall constitute but one agreement. Electronic signatures will be considered originals.

22. **HIPAA REQUIREMENTS.** To the extent applicable to this Agreement, School agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996,

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as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". School further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. School will and will cause Program Participants to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

23. NO REQUIREMENT TO REFER. Nothing in this Agreement requires or obligates School to cause the admittance of a patient to Hospital or to use Hospital's services. None of the benefits granted pursuant to this Agreement are conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Neither Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

24. NO PAYMENTS. Except as provided in Section 5, no payments will be made between the Parties or to the Program Participants in connection with this Agreement.

25. RECITALS. The Recitals to this Agreement shall be an enforceable part of this Agreement, binding on the Parties as if fully set forth herein.

26. EQUITABLE REMEDIES. School acknowledges that the injury which might be suffered by Hospital in the event of any breach by School or non-compliance by Program Participants with the terms and conditions of this Agreement would be of a nature which could not be fully compensated for solely by a recovery of monetary damages, and accordingly agrees that in the event of any such breach or threatened breach, in addition to and not in lieu of any damages sustained by Hospital and any other remedies which Hospital may pursue hereunder or under applicable law, Hospital shall have the right to equitable relief, including issuance of a temporary restraining order, preliminary injunction and/or permanent injunction by any court of competent jurisdiction, against the commission or continuation of such breach or threatened breach, without the necessity of proving any actual damages or the posting of any bond.

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(Replaces SCSB 2021-43; previously SCSB approved on 06/23/2020)

WHEREFORE, authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

SCHOOL

HOSPITAL

Suwannee County School Board

Notam! Hospitals of Florida d/b/a Lake City Medical Center

By: Ted L. Roush

By: Rick Naegler

Title: Superintendent of Schools

Title: CEO

Date: _____

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"

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at _____ ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by: _____ ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

Signature of Program Participant/Print Name

Date

Parent or Legal Guardian
If Program Participant is under 18 / Print Name

Date

Exhibit B

Workforce Member Confidentiality and Security Agreement

I understand that the HCA affiliated entity(ies) (the "Company") for which I am a Workforce Member (my "Engagement") manages health information and has legal and ethical responsibilities to safeguard the privacy of its patients and their personal and health information ("Patient Information"). "Workforce Member" means employees, employed Licensed Independent Practitioners (LIPs) (e.g., employed/managed physicians), employed Advanced Practice Professionals (APPs), residents/fellows, students (e.g., nursing, medical, and interns), faculty/instructors, contractors (e.g., HealthTrust Workforce Solutions (HWS), travelers, network/per diem staff, or dependent healthcare professionals and/or contracted through another temporary staffing agency), and volunteers.

Additionally, the Company must protect its interest in, and the confidentiality of, any information it maintains or has access to, including, but not limited to, financial information, marketing information, Human Resource Information, (as defined below), payroll, business plans, projections, sales figures, pricing information, budgets, credit card or other financial account numbers, customer and supplier identities and characteristics, sponsored research, processes, schematics, formulas, trade secrets, innovations, discoveries, data, dictionaries, models, organizational structure and operations information, strategies, forecasts, analyses, credentialing information, Social Security numbers, passwords, PINs, and encryption keys (collectively, with patients' information, "Confidential Information"). The Company must also protect Company Property (such as inventions, software, trade secrets, and Developments (as defined below)).

During the course of my Engagement with the Company, I understand that I may access, use, or create Confidential Information. I agree that I will access and use Confidential Information only when it is necessary to perform my job-related duties and in accordance with the Company's policies and procedures, including, without limitation, its Privacy and Security Policies (available at <http://hcahealthcare.com/ethics-compliance/> and the Information Protection Page of the Company's Intranet). I further acknowledge that I must comply with such policies, procedures, and this Confidentiality and Security Agreement (the "Agreement") at all times as a condition of my Engagement and in order to obtain authorization for access to Confidential Information and/or Company systems. I acknowledge that the Company is relying on such compliance and the representations, terms and conditions stated herein.

General

1. I will act in the best interest of the Company and, to the extent subject to it, in accordance with its Code of Conduct at all times during my Engagement with the Company.
2. I have no expectation of privacy when using Company systems and/or devices. The Company may log, access, review, and otherwise utilize information stored on or passing through its systems, devices and network, including email.
3. Any violation of this Agreement may result in the loss of my access to Confidential Information and/or Company systems, or other disciplinary and/or legal action, including, without limitation, suspension, loss of privileges, and/or termination of my Engagement with the Company, at Company's sole discretion in accordance with its policies.

Patient Information

4. I will access and use Patient Information only for patients whose information I need to perform my assigned job duties in accordance with the HIPAA Privacy and Security Rules (45 CFR Parts 160—164), applicable state and international laws (e.g., the European Union General Data Protection Regulation), and applicable Company policies and procedures, including, without limitation, its Privacy and Security Policies (available at <http://hcahealthcare.com/ethics-compliance/> and the Information Protection Page of the Company's intranet).

5. I will only access, request and disclose the minimum amount of Patient Information needed to carry out my assigned job duties or as needed for treatment purposes.
6. By accessing or attempting to access Patient Information, I represent to the Company at the time of access that I have the requisite job-related need to know and to access the Patient Information.

Protecting Confidential Information

7. I acknowledge that the Company is the exclusive owner of all right, title and interest in and to Confidential Information, including any derivatives thereof.
8. I will not publish, disclose or discuss any Confidential Information (a) with others, including coworkers, peers, friends or family, who do not have a need to know it, or (b) by using communication methods I am not specifically authorized to use, including personal email, Internet sites, Internet blogs or social media sites.
9. I will not take any form of media or documentation containing Confidential Information from Company premises unless specifically authorized to do so as part of my job and in accordance with Company policies.
10. I will not transmit Confidential Information outside the Company network unless I am specifically authorized to do so as part of my job responsibilities. If I am authorized to transmit Confidential Information outside of the Company, I will ensure that the information is encrypted according to Company Information Security Standards and ensure that I have complied with the External Data Release policy and other applicable Company privacy policies.
11. I will not retain Confidential Information longer than required by the Company's Record Retention policy.
12. I will only reuse or destroy media in accordance with the Company's Information Security Standards.
13. I acknowledge that in the course of performing my job responsibilities I may have access to human resource information which may include compensation, age, sex, race, religion, national origin, disability status, medical information, criminal history, personal identification numbers, addresses, telephone numbers, financial and education information (collectively, "Human Resource Information"). I understand that I am allowed to discuss any Human Resource Information about myself and other employees if they self-disclose their information. I can also discuss Human Resource Information that does not relate to my individual employment or my job responsibilities and that is not in violation of any other provision in this Agreement.

Using Mobile Devices, Portable Devices and Removable Media

14. I will not copy, transfer, photograph, or store Confidential Information on any mobile devices, portable devices or removable media, such as laptops, smart phones, tablets, CDs, thumb drives, external hard drives, unless specifically required and authorized to do so as part of my Engagement with the Company.
15. I understand that any mobile device (smart phone, tablet, or similar device) that synchronizes Company data (e.g., Company email) may contain Confidential Information and as a result, must be protected as required by Company Information Security Standards.

Doing My Part – Personal Security

16. I will only access or use systems or devices I am authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
17. I will not attempt to bypass Company security controls.
18. I understand that I will be assigned a unique identifier (i.e., 3-4 User ID) to track my access and use of Company systems and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or employment verification.
19. In connection with my Engagement, I will never:
 - a. disclose or share user credentials (e.g., password, SecurID card, Tap n Go badge, etc.), PINs, access codes, badges, or door lock codes;

- b. use another individual's, or allow another individual to use my, user credentials (e.g., 3-4 User ID and password, SecurID card, Tap n Go badge, etc.) to access or use a Company computer system or device;
 - c. allow a non-authorized individual to access a secured area (e.g., hold the door open, share badge or door lock codes, and/or prop the door open);
 - d. use tools or techniques to break, circumvent or exploit security measures;
 - e. connect unauthorized systems or devices to the Company network; or
 - f. use software that has not been licensed and approved by the Company.
20. I will practice good workstation security measures such as locking up media when not in use, using screen savers with passwords, positioning screens away from public view, and physically securing workstations while traveling and working remotely.
21. I will immediately notify my manager, Facility Information Security Official (FISO), Director of Information Security Assurance (DISA), Facility Privacy Official (FPO), Ethics and Compliance Officer (ECO), or Facility or Corporate Client Support Services (CSS) help desk or if involving the United Kingdom, the Data Protection Officer (DPO), Information Governance Manager, Caldicott Guardian, Heads of Governance (HoG), Division Chief Information Security Officer (CISO) if:
- a. my user credentials have been seen, disclosed, lost, stolen, or otherwise compromised;
 - b. I suspect media with Confidential Information has been lost or stolen;
 - c. I suspect a virus or malware infection on any system;
 - d. I become aware of any activity that violates this Agreement or any Company privacy or security policies; or
 - e. I become aware of any other incident that could possibly have any adverse impact on Confidential Information or Company systems.

Upon Separation

22. I agree that my obligations under this Agreement will continue after termination or expiration of my access to Company systems and Company Information.
23. At the end of my Engagement with the Company for any reason, I will immediately:
- a. securely return to the Company any Confidential Information, Company related documents or records, and Company owned media (e.g., smart phones, tablets, CDs, thumb drives, external hard drives, etc.). I will not keep any copies of Confidential Information in any format, including electronic; and
 - b. un-enroll any non-Company owned devices from the Company Enterprise Mobility Management System, if applicable.

Except to the Extent Otherwise Agreed in a Separate Agreement, the Following Statements Apply to All Workforce Members

24. I shall promptly disclose to the Company all Company Property that I develop during my Engagement. "Company Property" means any subject matter (including inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, software, databases, confidential information and trade secrets), whether belonging to the Company or others, that, directly or indirectly: (i) I author, make, conceive, first reduce to practice, or otherwise create or develop, whether alone or with others using any Company equipment, supplies, facilities, or Confidential Information, or (ii) otherwise arises from work performed by me for the Company, its employees, or agents, (each of the foregoing, a "Development").
25. As between me and the Company, all Company Property is the property of the Company or its designee, and all copyrightable Developments that I create within the scope of my employment are "works made for hire."
26. I agree to assign, and do hereby irrevocably assign, to the Company or its designee all of my right, title, and interest in and to any and all Developments, together with all intellectual property and other proprietary rights therein or arising therefrom, including any registrations or applications to register such rights and the right to sue for past, present, or future infringements or misappropriations thereof.

27. During and after my Engagement, I agree to execute any document and perform any act to effectuate, perfect, enforce, and defend the Company's rights in any Development. I hereby appoint the Company and its authorized agent(s) as my attorney in fact to execute such documents in my name for these purposes, which power of attorney shall be coupled with an interest and shall be irrevocable, if I fail to execute any such document within five (5) business days.
28. If there is a conflict between a term in Sections 24 through 28 and a term separately agreed to in writing with the Company, the term set forth in the separate agreement will control.

By signing this document, I acknowledge that I have read and understand this Agreement, and I agree to be bound by and comply with all the representations, terms and conditions stated herein.

Signature:	Date:
Printed Name:	3/4 ID:

EXHIBIT C

Attestation of Satisfactory Background Investigation

On behalf of _____
[Name of Volunteer Organization, School, Contract Services Entity, or Staffing Agency], I acknowledge and attest to _____
[Name of facility] ("Hospital") that we own, and have in our possession, a background investigation report on the individual identified below. Such background investigation is satisfactory in that it:

- _____ verifies the Subject's Social Security Number;
- _____ does not reveal any criminal activity;
- _____ confirms the individual is not on either the GSA or OIG exclusion lists;
- _____ confirms the individual is not on a State exclusion list, if any;
- _____ confirms the individual is not listed as a violent sexual offender;
- _____ confirms this individual is not on the U.S. Treasury Department's Office of Foreign Assets Control list of Specially Designation Nationals; and
- _____ no other aspect of the investigation required by Hospital reveals information of concern

This attestation is provided in lieu of providing a copy of the background investigation.

Identified Individual Subject to the Background Investigation:

Name: _____

Address: _____

Date of Birth: _____

Social Security Number: _____

Signature

Printed Name

[Name of Organization]

Date: _____

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(Replaces SCSB 2021-43; previously SCSB approved on 06/23/2020)

SCHOOL AFFILIATION AGREEMENT

THIS SCHOOL AFFILIATION AGREEMENT (the "Agreement") is made as of this July 1, 2020 (the "Effective Date") by and between Suwannee County School Board (SCSB) hereinafter referred to as thru RIVEROAK Technical College ("School"), and Notami Hospitals of Florida, Inc., Inc., d/b/a/- Lake City Medical Center, hereinafter ("Hospital"). School and Hospital may be referred to as "Hospital" herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, School offers to enrolled students in a Pharmacy Technology program in the field of Pharmacy Technicians, a Patient Care Technician program in the field of Patient Care Technicians, a Practical Nurse Education program in the field of Practical Nursing, a Surgical Technology program in the field of Surgical Technicians

and a Medical Administrative Specialist. WHEREAS, School enrolls students in an accredited degree program in the field of Medical Administrative Specialist, Assistant Pharmacy Technician, Surgical Technology, Patient Care Technician, Practical Nursing (the "Degree Program"),

and

WHEREAS, Hospital operates a comprehensive acute-care medical-surgical Hospital, and hospital located at 340 NW Commerce Dr. Lake City, Florida 32055 (the "Facility");

WHEREAS, School desires to provide to its (60) students per year enrolled in the Degree Program a clinical learning experience through the application of knowledge and skills in actual patient-centered treatment situations in a health care Hospital setting; and

WHEREAS, Hospital has agreed to will make its Hospital the Facility available to School for such purposes clinical learning experience, subject to the terms and conditions of this Agreement.

Now, THEREFORE, in consideration of the mutual promises contained herein, the parties Parties hereby agree as follows:

1. RESPONSIBILITIES OF SCHOOL

(a) Clinical Program. School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:

- (i) Orientation of students to the clinical experience at Hospital;
- (ii) Provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;
- (iii) Preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;

(a) Clinical Program. School will develop, implement and operate the clinical learning experience component of the Degree Program at the Facility in a form and format acceptable to Hospital ("Clinical Program"). School may modify the Clinical Program from time to time with Hospital's permission and will promptly incorporate reasonable changes to the Clinical Program requested

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by Hospital from time to time. With respect to the Clinical Program, School will:

- (i) ensure the adequacy of Degree Program resources, including up-to-date reference materials, and the academic preparation of students enrolled in the Degree Program, including theoretical background, basic skills, professional ethics, and attitude and behavior, for participation in the Clinical Program and will assign to the Clinical Program only those students who have demonstrated the ability to successfully participate in the Clinical Program (each a "Participating Student");
- (ii) advise each Program Participant (defined below) to attend training and orientation with respect to applicable Hospital policies and procedures prior to the commencement of each Clinical Program rotation during the Term (each a "Rotation");
- (iii) provide training for Hospital's representatives who will support the Clinical Program regarding Clinical Program features and expectations, and Participating Student evaluations, as requested by Hospital from time to time;
- (iv) identify to Hospital each Program Participant who will participate in a Rotation as soon as that information is reasonably available to School;
- (v) require Program Participants to comply with applicable laws and Hospital policies and procedures when onsite at the Facility;
- (vi) require Program Participants to treat Hospital patients, staff and Clinical Program supervisors with courtesy and respect and do not disrupt Facility operations or the provision of health care services for Hospital's patients;
- (vii) timely prepare and update with input from Hospital rotation schedules for each Participating Student throughout each Rotation and coordinate the same with Hospital;
- (viii) require Participating Students to arrive early for each scheduled Rotation, except when a Participating Student is ill or attending to a personal emergency;
- (iv)(ix) Continuing provide continuing oral and written communication with Hospital regarding student Participating Student Clinical Program performance and evaluation, absences and assignments of Students, and other pertinent information;
- (v) Supervision of students and their performance at Hospital;
- (vi)(x) Participation with the students, participate and ensure that Program Participants, participate in Hospital's Quality Assurance and related programs;
- (vii) Performance of such other duties as may from time to time be agreed to between School and Hospital;
- (viii) Provide adequate documentation attesting to competency of each instructor;
- (xi) participate and require Program Participants to participate in Hospital training as determined necessary by Hospital from time to time; and
- (xii) promptly perform additional duties to facilitate operation of the Clinical Program as may be deemed reasonable or necessary by Hospital from time to time.

(b) Responsibility.

- (i) School will retain ultimate responsibility for the appointment of faculty from the Degree Program to support the Clinical Program, for educating and supervising Participating Students

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and for evaluating Participating Students' performance with respect to the Clinical Program.

(ii) All students, faculty, employees, agents and representatives of School participating in the Program at Hospital (the Without limiting the foregoing, all Participating Students, Degree Program faculty and other School representatives onsite at the Facility (collectively "Program Participants") shall be accountable to the Hospital's Administrator while onsite at the Facility.

(iii) School will address all Program Participant complaints, claims, requests and questions regarding the Clinical Program. If necessary, School's Program Representative will followup with Hospital's Program Representative to address unresolved issues.

(c) Compliance with Program Requirements. School acknowledges that compliance by School and each Program Participant with the terms and conditions of this Agreement and Hospital policies and procedures is a condition precedent to Program Participant access to the Facility. Non-compliance or partial compliance with any such requirement may result in an immediate denial of access or re-access to the Facility.

(d) Dress Code. School will cause Program Participants to conform to reasonable personal appearance standards imposed by Hospital and wear ID badges as requested by Hospital from time to time. School will cause Program Participants to pay for their own meals at the Facility. School acknowledges and will regularly inform Program Participants that Hospital is not responsible for personal items lost or stolen at the Facility.

(e) Use of the Facility. School will ensure that Program Participants use the Facility solely for the purpose of providing to Participating Students clinical learning experience pursuant to the Clinical Program.

(f) Records. School will cause each Program Participant to timely complete and save in Hospital's systems as directed by Hospital accurate records of all services provided by the Program Participant to a Hospital patient ("Records"). All Records are and will remain the property of Hospital, subject to the rights of patients with respect to such records and to the terms of applicable law. Hospital will provide to School a copy of Records for all lawful purposes, including defense of liability claims.

(g) Program Participants. School will provide to Hospital information regarding each Program Participant, including health examination and immunization records, documentation attesting to the competency of Degree Program faculty (e.g., state licensure, board certification in the relevant Specialty, etc.) and background checks and drug screens as determined reasonably necessary in Hospital's discretion from time to time.

(b)(h) Student Program Participant Statements. School shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B prior to each non-consecutive Rotation.

(e)(i) Liability Insurance. School shall obtain and maintain, or shall require each individual Program Participant to obtain and maintain, occurrence-type general and professional liability insurance coverage in amounts not less than that one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate per Program Participant, with insurance carriers or self insurance programs approved by Hospital and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the term of this Agreement Term and upon the termination or expiration of this Agreement, or the expiration or cancellation of the insurance, School shall purchase, or shall require each individual Program Participant to purchase, tail coverage for a period of three years after the termination or expiration of this Agreement or the expiration or cancellation of the claim-made coverage (said tail coverage shall be in amounts and

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type equivalent to the claims-made coverage). School shall further, at its expense, obtain and maintain for the Term workers' compensation insurance and unemployment insurance for School employees assigned to Hospital-employed Program Participants. For all insurance required by this Paragraph 1(c), School shall require the insurance carrier School will notify Hospital at least thirty (30) calendar days in advance of any cancellation or modification of such insurance policy coverage required hereunder and shall promptly provide to Hospital, upon request, certificates of insurance evidencing the above coverage and renewals thereof.

Notwithstanding the foregoing, if the School is a public entity entitled to governmental immunity protections under applicable state law, then the School shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable law, but the School shall provide such insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. Nothing in this agreement is intended to be construed or interpreted as (1) denying either School or Hospital any remedy or defense available to it under state laws; (2) the consent of the State where School is located or any of its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of the School beyond any waiver explicitly stated in state statutes.

- (i) Health of Program Participants. School will advise Program Participants that no Program Participant will be permitted to attend the Clinical Program until he or she submits to a medical examination acceptable to Hospital.

School will require each Program Participant to maintain health insurance and provide proof of health insurance to the School prior to participating in the Clinical Program. School will cause Program Participants to provide to Hospital proof of health insurance as requested by Hospital from time to time.

In the event a Program Student is exposed to an infectious or environmental hazard or other occupational injury while at the Hospital, the Hospital, upon notice of such incident from the Participating Student, will provide such emergency care as is provided its employees. School acknowledges that Hospital is not and will not be financially responsible for a Program Participant's medical care or treatment regardless of the Program Participant's condition or injury or cause of

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Injury whether occurring at the Facility or otherwise and regardless of fault or cause of injury.

- (d) Health of Program Participants. All Program Participants shall pass a medical examination acceptable to Hospital prior to their participation in the Program at Hospital at least once a year or as otherwise required by the laws of the State where the Hospital is located. School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

Program Participants will present School will ensure that each Participating Student furnishes to Hospital prior to each non-consecutive Rotation a complete copy of the following health records on the first day of their educational experience at Hospital (Program Participants Participating Students will not be allowed to commence experiences access the Facility until all records are provided):

- (i) Tuberculin skin test performed within the past ~~12~~ twelve (12) months or documentation as a previous positive reactor; and
 - (ii) Proof of Rubella and Rubeola immunity by positive antibody titers or ~~2~~ two (2) doses of MMR; and
 - (iii) Proof of Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
 - (iv) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.
 - (v) Proof of Influenza vaccination during the Flu flu season, October 1 to March 31, (or dates defined by CDC), or a signed Declination Form; and
 - (vi) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.
 - (vii) Evidence of a Negative drug and alcohol screen, as required by Section 1 (h).
- (e) Dress Code: Breaks. School shall require the students to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. All Program Participants shall remain on the Hospital premises for breaks including meals. Program Participants shall pay for their own meals at Hospital.

- (f) Performance. All faculty provided by School to support the Clinical Program shall be faculty members of the Degree Program, duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein support the Clinical Program in the capacity proposed by School. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any non-conflicting rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

- (g) Background Checks. School represents that it will timely conduct (or will timely have conducted) a background check on each and every Program Participant at the Hospital. Said background check shall include, at a minimum, the following:

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(Replaces SCSB 2021-43; previously SCSB approved on 06/23/2020)

(i) School will ensure that each Program Participant obtains prior to each non-consecutive Rotation a background check acceptable to Hospital, including, at a minimum, the following:

(i)A. Social Security Number Verification;

(i)B. Criminal Search (7 years or up to 5 criminal searches);

(i)C. Employment Verification to include reason for separation and eligibility for reemployment for each employer for 7 years (not required for students younger than 21 years of age);

(i)D. Violent ~~Sexual~~ Sex Offender and Predator Registry Search;

(i)E. HHS/OIG List of Excluded Individuals/Entities;

(i)F. GSA List of Parties Excluded from Federal Programs;

(i)G. Education verification (Highest Degree Received)

F. (viii) U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN); and

G. (ix) Applicable State Exclusion List, if one available.

(ii) Background Checks for Program Faculty, if School provides Faculty on site, who will be treating patients in the Facility shall include all of the above, and the following:

The background check for Program Participants who are licensed or certified caregivers shall include the above, and in addition, shall include the following:

(i)A. Education verification (highest level);

(i)B. Professional License Verification/license verification;

(i)C. Certification/Certifications & Designations Check/check;

(i)D. Professional Disciplinary Action Search/search;

(i)E. Department of Motor Vehicle Driving History, based on responsibilities; and

(i)F. Consumer Credit Report, based on responsibilities.

(iii) School shall provide to Hospital an Attestation of Satisfactory Background Investigation in the form attached hereto as the Exhibit C prior to each student and staff/faculty member's participation in the Program at the Hospital. Should the background check disclose adverse information as to any Program Participant, non-consecutive Rotation. If the background check discloses adverse information about a Participating Student, School shall immediately remove said Program Participant from the Program, the student from the Clinical Program. School further agrees to an annual compliance audit of background checks, if requested by Hospital and approved by any Program Participant pursuant to the Fair Credit Reporting Act (FCRA).

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(Replaces SCSB 2021-43, previously SCSB approved on 06/23/2020)

(m) Drug Testing. School will ensure that each Program Participant obtains prior to each non-consecutive Rotation a drug test acceptable to Hospital, including, at a minimum, the following:

(h) Drug and Alcohol Testing. School represents that it will timely conduct (or require timely conduction of) a drug and alcohol test on each and every Program Participant:

(i) To ensure the accuracy and fairness of the testing program, all collection and testing will be conducted pursuant to guidelines established by the Medical Review Officers of the testing Hospital and, if applicable, in accordance with Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines: a confirmatory test; the opportunity for a split sample; review by an MRO, including the opportunity for employees or students who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain-of-custody.

(ii)(i) Substances tested prior to placement at the Hospital must, at a minimum include: amphetamines, barbiturates, benzodiazepines, opiates (marijuana, fentanyl analogues, methadone, marijuana, meperidine, and cocaine.

(ii)(ii) A Program Participant will may be required to undergo additional drug and alcohol testing upon reasonable suspicion that the Program Participant has violated the policy Hospital's policies, or and after any "on-the-job" accident, which incident that involves injury requiring medical treatment or evaluation of the Program Participant or another person, or property damage. Reasonable suspicion and reportable accident testing will include amphetamines, barbiturates, benzodiazepines, carisoprodol, opiates, fentanyl analogues, methadone, meperidine, marijuana, and cocaine. School Status. School represents and warrants to Hospital that the School and its Program Participants participating hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs; and (iii) are not under investigation or otherwise aware of any circumstances which may result in the School or a Program Participant being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify Hospital of any change in status of the representation and warranty set forth in this section. Any breach of this Paragraph 1(h) shall give Hospital the right to immediately terminate this Agreement for cause.

Hospital shall not bear the cost of any such tests. Should the testing disclose adverse information as to any Program Participant, Hospital shall have no obligation to accept that Program Participant at the Hospital. To the extent that any Program Participant violates the policy for drug or alcohol abuse after placement at the Facility, or refuses to cooperate with the requirement for a search or reasonable suspicion and reportable accident testing, then the Facility may immediately remove the Program Participant from participation in the Program at the Facility.

(n) Student Documentation. School will maintain all documentation required to evidence compliance by each Program Participant with the terms and conditions of Subsections 1(g)-(m) of this Agreement during the Term and for at least ten (10) years following expiration or termination of this Agreement.

(o) Access to Resources. The School shall ensure that its department heads have authority to ensure faculty and Participating Student access to appropriate resources for the Participating Students' education.

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(Replaces SCSB 2021-43; previously SCSB approved on 06/23/2020)

2. 2. RESPONSIBILITIES OF HOSPITAL.

- (a) Hospital shall accept the will make Facility access reasonably available to Program Participants assigned to the Program by School and reasonably cooperate in the with School's orientation of all Program Participants to Hospital the Facility. Hospital shall provide Program Participants with access to appropriate clinical experience resources for the Clinical Program. Hospital shall provide reasonable opportunities for such Program Participants, who shall be supervised by School and Hospital, Participating Students to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care and quality standards.
- (b) Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's Participating Student's performance in the Clinical Program. Any such evaluations shall be returned to School in a timely manner. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants' education of Participating Students.
- (c) Hospital will ensure that the Facility complies with applicable state and federal workplace safety laws and regulations. In the event a Participating Student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the Facility, it shall provide, upon notice of such incident from the Participating Student, such emergency care as is provided its employees, including where applicable, examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury, emergency medical care immediately following the injury as necessary, initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary, and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such emergency care, Facility will refer such student to the nearest emergency facility.
- (d) To the extent Hospital generates or maintains educational records for Participating Students that are subject to the Family Educational Rights and Privacy Act (FERPA), Hospital will comply with applicable FERPA requirements. For purposes of this Agreement, School shall designate Hospital as a school official with a legitimate educational interest in the educational records of Participating Students to the extent that access to School's records is required by Hospital to carry out the Clinical Program.
- (e) Upon reasonable request, Hospital will provide proof to School that Hospital maintains liability insurance in an amount that is commercially reasonable.
- (f) Hospital will provide written notification to School if a claim arises involving a Program Participant. Both Hospital and School agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
- (g) Hospital will resolve any situation in favor of its patients' welfare and may restrict a Participating Student to the role of observer when necessary in Hospital's discretion. Hospital will notify School's Program Representative (defined below) when such action has occurred.
- (h) Upon reasonable notice from School, Hospital will make the Facility reasonably available for inspection during normal business hours by organizations that provide or may provide academic accreditation for the Degree Program. Such inspections must be accompanied at all times by a Hospital representative and are contingent upon receipt by Hospital of executed agreements that Hospital believes are reasonably necessary or convenient to protect the confidentiality and security of Hospital's information. School will promptly reimburse Hospital for all direct costs incurred by Hospital in connection with such accreditation inspections.
- (i) Hospital shall provide Program Participants with access to and Participating Students with

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required training in the proper use of electronic medical records or paper charts, as applicable.

(i) Hospital shall provide student security badges or other means of secure access to Facility patient care areas.

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(Replaces SCSB 2021-43; previously SCSB approved on 06/23/2020)

(k) Hospital shall provide Program Participants with computer access, and access to call rooms, if necessary.

(l) Hospital shall provide secure storage space for Participating Students' personal items when at the Facility.

(m) Hospital shall provide qualified and competent staff members in adequate number for the instruction and supervision of students using the Facility.

3. MUTUAL RESPONSIBILITIES. The parties Parties shall cooperate to fulfill the following mutual responsibilities:

(a) Each Party will identify to the other Party a Clinical Program representative (each a "Program Representative") on or before the execution of this Agreement. School's Program Representative shall be a faculty member who will be responsible for Participating Student teaching and assessment provided pursuant to this Agreement. Each Party will maintain a Program Representative for the Term and will promptly appoint a replacement Program Representative if necessary to comply with this Agreement. Each Party will ensure that its Program Representative is reasonably available to the other Party's Program Representative.

(b) School will provide qualified and competent Degree Program faculty in adequate number for the instruction, assessment and supervision of Participating Students at the Facility.

(c) Both School and Hospital will work together to maintain a Clinical Program emphasis on high quality patient care. At the request of either Party, a meeting or conference will promptly be held between the Parties' respective Program Representatives to resolve any problems in the operation of the Clinical Program.

(a)(d) Students shall be treated as trainees who School acknowledges and will inform Participating Students that Participating Students are trainees in the Clinical Program and have no expectation of receiving compensation or future employment from the Hospital or the School. School, Participating Students are not to replace Hospital staff and are not to render unsupervised patient care and/or services. Hospital and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Participating Student's level of training.

(b)(e) Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. WITHDRAWAL OF PROGRAM PARTICIPANTS:

(f) Both School and Hospital will work together to create and maintain an appropriate learning environment for the Participating Students.

(g) The School, including its faculty, staff and residents, and the Hospital share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Participating Student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

4. Hospital may request School to withdraw or dismiss a student or other Program Participant from the Program at Hospital when WITHDRAWAL OF PARTICIPATING STUDENTS. Hospital may immediately remove a Participating Student from the Facility when in Hospital's discretion his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital

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operations and/or its Hospital's patients. In such event, said Program Participant's participation in the Program at Hospital shall School will immediately cease/remove the Participating Student from the Clinical Program. It is understood that only School can dismiss the Program Participant-Participating Student from the Program-Clinical Program. School may terminate a Participating Student's participating in the Clinical Program when it determines, in its sole discretion, that further participation by the student would no longer be appropriate.

5. FEES. All fees generated by or in connection with services provided by Program Participants to Hospital patients belong to Hospital. School on behalf of itself and each Program Participant hereby assigns to Hospital all right, title and interest (if any) in and to such fees. If School or any Program Participant receives any fees or other reimbursement for services provided by Program Participants to Hospital patients, School will and will cause Program Participants to immediately deliver and endorse over to Hospital all such amounts. School will and will cause Program Participants not to bill Hospital patients for services provided. School will and will cause Program Participants to take all actions and execute all documents reasonably requested by Hospital in order for Hospital to collect fees and payments for health care services provided by Program Participants.

5.6. INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES; EMPLOYMENT DISCLAIMER.

(a) The parties-Parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto Parties. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or authority nor hold itself out to have the right or authority to bind the other Party and neither shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

(b) Each Party acknowledges Participating Students will not be considered employees or agents of Hospital or School for any purpose. Participating Students will not be entitled to receive any compensation from Hospital or School or any benefits of employment from Hospital or School, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.

(c) School acknowledges that Hospital has not and is not obligated to implement or maintain insurance coverage for the benefit or protection of School or Program Participants.

—NON-DISCRIMINATION. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of students for participation in the Program Participating Students, or as to any aspect of the clinical training Clinical Program; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's

effective participation in the Clinical Program.

8. INDEMNIFICATION. TO the extent permitted by applicable law and without waiving any defenses, School shall indemnify and hold harmless Hospital and its Hospital's officers, directors, trustees, medical and nursing staff, representatives and employees from and against all third-party liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School or any of its faculty, Program Participants, agents, representatives and/or employees under in connection with this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Hospital shall indemnify School against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by School in defending or compromising actions brought against School

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arising out of or related to the Hospital's performance of duties hereunder.

6. CONFIDENTIALITY.

9. School and its agents. CONFIDENTIALITY. School will and will advise Program Participants, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential non-public information of Hospital and/or its patients and not disclose or reveal any, including all patient information, and refrain from disclosing such confidential information to any third party without the express prior written consent of Hospital, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after Hospital is permitted an opportunity to minimize the potential harmful effects of such disclosure. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Hospital. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School. These confidentiality requirements survive the termination or expiration of the Agreement. In addition to the requirements set forth in this Section, Program Participants shall abide by the terms of Exhibit B.

7-10. TERM; TERMINATION.

- (a) The initial term of this Agreement shall be 1 year(s), commencing on July 1, 2020, and will commence on the Effective Date and will continue for two (2) years unless terminated as provided below (the "Term").

ending on June 30, 2021.

- (b) Except as otherwise provided herein, either party. Either Party may terminate this Agreement at any time without cause upon at least thirty-six (36) calendar days prior written notice to the other Party, provided that all students currently enrolled Participating Students participating in the Program at Hospital at the time of notice of termination or who are already scheduled to train at the Facility shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed six (6) months, the then-current Program rotation or previously scheduled clinical assignment.

- (c) The Parties may terminate this Agreement at any time by mutual written agreement.

- (d) Hospital may immediately terminate this Agreement at any time upon notice to School in the event of a breach of Section 11 of this Agreement.

11. REPRESENTATIONS AND WARRANTIES.

- (a) School hereby represents to Hospital as of the Effective Date and warrants to Hospital for the term that:

(i) School and its Program Participants: (A) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (B) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (C) are not under investigation or otherwise aware of any circumstances which may result in the School or a Program Participant being excluded from participation in the Federal health care programs; and

(ii) In the aggregate, School and all of School's affiliates compensate all physician employees and physician contractors (if any) (A) in an amount that is consistent with fair market value for actual services provided, and (B) in a manner that does not vary with or take into account the volume or value of patient referrals to, or other business generated for, Hospital or any of

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Hospital's affiliates. Furthermore, all of School's and its affiliates' compensation arrangements with physician employees and physician contractors are memorialized in a signed written agreement or other satisfy an exception to the Stark Law physician referral prohibitions provided in 42 U.S.C. § 1395nn(a)(1).

(b) The representation and warranty set forth above is an ongoing representation and warranty for the Term of this Agreement. School will immediately notify Hospital in writing of any change in status of the representation and warranty set forth in this section.

12. TRAVEL EXPENSES. No expense of School or of a Program Participant will be paid or reimbursed by Hospital unless that expense is approved by Hospital in writing in advance and is incurred and documented in accordance with applicable Hospital travel and expense policies.

13. USE OF NAME OR LOGO. School will not, and will cause Program Participants not to use names, logos or marks associated with Hospital without the express written consent of Hospital in each case.

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8. ENTIRE AGREEMENT.

14. This Agreement and its Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement of the Parties. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

15. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

9. CAPTIONS.

Revised 06/2014

16. CAPTIONS. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

13. No Waiver.

17. NO WAIVER. Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.

Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

14. GOVERNING LAW.

18. This Agreement shall be governed and construed in accordance with the laws of the State of Florida state in which Hospital is located. Venue for all disputes arising in connection with this Agreement will be in the federal or state courts with jurisdiction for the area where the Hospital is located.

15. ASSIGNMENT; BINDING EFFECT.

19. School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto Parties and their respective successors and permitted assigns.

20. NOTICES. All notices hereunder by either party Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital:

Notami Hospitals of Florida d/b/a Lake City Medical
340 NW Commerce Dr Lake City, FL 32055
Attention: President and CEO

Copy to:

HCA Legal Department Attention: Operations
Counsel
One Park Plaza Bldg. 1 2-West Nashville, TN 37203

If to School:

Suwannee County School District
1740 Ohio Avenue South
Live Oak, FL 32064
Attention: Ted L. Roush, Superintendent

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If to Hospital: _____ Notami Hospitals of Florida Inc, d/b/a

Lake City Medical Center _____

340 NW Commerce Drive _____

Lake City, FL 32055 _____

Attention: Chief Executive Officer

If to School Board: _____ Suwannee County School Board

_____ 1740 Ohio Avenue, South _____

_____ Live Oak, FL 32064 _____

Attention: Superintendent of School

Copy to: _____ HCA

One Park Plaza Bldg. 12-East
Nashville, TN 37203

Attention: Operations Counsel

With copy to School: _____ RIVEROAK Technical College

_____ 415 SW Pinewood Drive _____

_____ Live Oak, FL 32064 _____

Attention: Mary Keen, Principal

or to such other persons or places person or place as either party Party may from time to time designate by written notice to the other Party.

21. COUNTERPARTS. This Agreement may be executed in multiple parts (by facsimile transmission or otherwise) and each counterpart shall be deemed an original, and all of which together shall constitute but one agreement. Electronic signatures will be considered originals.

16. Execution of Agreement.

This Agreement shall not become effective or in force until all of the below named parties have fully executed this Agreement.

22. HIPAA REQUIREMENTS. To the extent applicable to this Agreement, the School agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996,

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as codified at 42 DSC-USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic Transactions Regulations, all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements." The School further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. The School agrees will and will cause Program Participants to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

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

~~17. Compliance with Hospital Policies and Procedures.~~

~~School and Program Participants shall comply with Hospital Policies and Procedures to the extent such Hospital Policies and Procedures do not conflict with the terms of this Agreement.~~

~~18. No REQUIREMENT TO REFER.~~

~~23. Nothing in this Agreement requires or obligates School to admit or cause the admittance of a patient to Hospital or to use Hospital's services. None of the benefits granted pursuant to this Agreement is are conditioned on any requirement or expectation that the parties Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party Party. Neither party Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.~~

~~19. Public Records.~~

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

~~20. 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~~

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(Replaces SCSB 2021-43; previously SCSB approved on 06/23/2020)

24. No PAYMENTS. Except as provided in Section 5, no payments will be made between the Parties or to the Program Participants in connection with this Agreement.

25. RECITALS. The Recitals to this Agreement shall be an enforceable part of this Agreement, binding on the Parties as if fully set forth herein.

26. EQUITABLE REMEDIES. School acknowledges that the injury which might be suffered by Hospital in the event of any breach by School or non-compliance by Program Participants with the terms and conditions of this Agreement would be of a nature which could not be fully compensated for solely by a recovery of monetary damages, and accordingly agrees that in the event of any such breach or threatened breach, in addition to and not in lieu of any damages sustained by Hospital and any other remedies which Hospital may pursue hereunder or under applicable law, Hospital shall have the right to equitable relief, including issuance of a temporary restraining order, preliminary injunction and/or permanent injunction by any court of competent jurisdiction, against the commission or continuation of such breach or threatened breach, without the necessity of proving any actual damages or the posting of any bond.

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WHEREFORE, authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

SCHOOL _____ HOSPITAL _____

Suwannee County School Board

Noraml Hospitals of Florida d/b/a Lake City Medical Center

By: Ted L. Roush

By: Rick Naegler

Title: Superintendent of Schools

Title: CEO

Date: _____

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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(Replaces SCSB 2021-43; previously SCSB approved on 06/23/2020)

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at _____ Lake City Medical Center ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by RIVERDALE Technical College by _____ ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

Signature of Program Participant/Print Name

Date

Parent or Legal Guardian

If Program Participant is under 18 / Print Name

Date

EXHIBIT B

Exhibit B

Workforce Member Confidentiality and Security Agreement

I understand that the Hospital or business entity (the "Hospital") for which I work, volunteer or provide services manages health information as part of its mission to treat patients. Further, I understand that the Hospital has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their patients' health information. Additionally, the Hospital must assure the confidentiality of its human resources, payroll, fiscal, research, internal reporting, strategic planning information, or any information that contains Social Security numbers, health insurance claim numbers, passwords, PINs, encryption keys, credit card or other financial account numbers (collectively, with patient identifiable health information, "Confidential Information").

I understand that the HCA affiliated entity(ies) (the "Company") for which I am a Workforce Member (my "Engagement") manages health information and has legal and ethical responsibilities to safeguard the privacy of its patients and their personal and health information ("Patient Information"). Workforce Member means employees, employed Licensed Independent Practitioners (LIPs) (e.g., employed/managed physicians), employed Advanced Practice Professionals (APPs), residents/fellows, students (e.g., nursing, medical, and internal), faculty/instructors, contractors (e.g., HealthTrust Workforce Solutions (HWS), travelers, network/per diem staff, or dependent healthcare professionals and/or contracted through another temporary staffing agency) and volunteers.

Additionally, the Company must protect its interest in, and the confidentiality of, any information it maintains or has access to, including, but not limited to, financial information, marketing information, Human Resource Information, (as defined below), payroll, business plans, projections, sales figures, pricing information, budgets, credit card or other financial account numbers, customer and supplier identities and characteristics, sponsored research, processes, schematics, formulas, trade secrets, innovations, discoveries, data, dictionaries, models, organizational structure and operations information, strategies, forecasts, analyses, credentialing information, Social Security numbers, passwords, PINs, and encryption keys (collectively, with patients' information, "Confidential Information"). The Company must also protect Company Property (such as inventions, software, trade secrets, and Developments (as defined below)).

In During the course of my employment/assignment at the Hospital/Engagement with the Company, I understand that I may come into the possession of this type of access, use, or create Confidential Information. I agree that I will access and use this information Confidential Information only when it is necessary to perform my job-related duties and in accordance with the Hospital's Company's policies and procedures, including, without limitation, its Privacy and Security Policies, which are available on the Hospital intranet (on the Security Page) and the Internet (under Ethics & Compliance). I further understand that I must sign and comply with this Agreement - (available at <http://hcahealthcare.com/ethics-compliance/> and the Information Protection Page of the Company's intranet). I further acknowledge that I must comply with such policies, procedures, and this Confidentiality and Security Agreement (the "Agreement") at all times as a condition of my Engagement and in order to obtain authorization for access to Confidential Information or Hospital systems and/or Company systems. I acknowledge that the Company is relying on such compliance and the representations, terms and conditions stated herein.

General Rules:

1. I will act in the best interest of the Hospital and Company and, to the extent subject to it, in accordance with its Code of Conduct at all times during my relationship/Engagement with the Hospital/Company.
2. I understand that I should have no expectation of privacy when using Hospital information systems. The Hospital/Company systems and/or devices. The Company may log, access, review, and otherwise utilize information stored on or passing through its systems, devices and network, including email, in order to

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- ~~manage systems and enforce security.~~
- SCSB 2021-43 (RENEWAL)
4. ~~I understand that violation of this Agreement may result in disciplinary action, up to and including termination of employment, suspension, and loss of privileges, and/or termination of authorization to work within the Hospital, in accordance with the Hospital's policies.~~

3. Any violation of this Agreement may result in the loss of my access to Confidential Information and/or Company systems, or other disciplinary and/or legal action, including without limitation suspension, loss of privileges, and/or termination of my Engagement with the Company, at Company's sole discretion in accordance with its policies.

Patient Information

4. I will access and use Patient Information only for patients whose information I need to perform my assigned job duties in accordance with the HIPAA Privacy and Security Rules (45 CFR Parts 160 – 164), applicable state and international laws (e.g., the European Union General Data Protection Regulation) and applicable Company policies and procedures, including without limitation its Privacy and Security Policies (available at <http://licahcaltheare.com/ethics-compliance/> and the Information Protection Page of the Company's intranet).
5. I will only access, request and disclose the minimum amount of Patient Information needed to carry out my assigned job duties or as needed for treatment purposes.
6. By accessing or attempting to access Patient Information, I represent to the Company at the time of access that I have the requisite job-related need to know and to access the Patient Information.

Protecting Confidential Information:

7. I acknowledge that the Company is the exclusive owner of all rights, title and interest in and to Confidential Information, including any derivatives thereof.
3. I understand that any Confidential Information, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity.
8. I will not I will not publish, disclose or discuss any Confidential Information (a) with others, including coworkers, peers, friends or family, who do not have a need to know it, or (b) by using communication methods I am not specifically authorized to use, including personal email, Internet sites, Internet blogs or social media sites.
- 4-9. I will not take any form of media or documents (documentation containing Confidential Information) home with me from Company premises, unless specifically authorized to do so as part of my job. Case presentation material will be used, and in accordance with Hospital-Company policies.
5. I will not publish or disclose any Confidential Information to others using personal email, or to any Internet sites, or through Internet blogs or sites such as Facebook or Twitter. I will only use such communication methods when explicitly authorized to do so in support of Hospital business and within the permitted uses of Confidential Information as governed by regulations such as HIPAA.
6. I will not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information except as properly authorized. I will only reuse or destroy media in accordance with Hospital Information Security Standards and Hospital record retention policy.
7. In the course of treating patients, I may need to orally communicate health information to or about patients. While I understand that my first priority is treating patients, I will take reasonable safeguards to protect conversations from unauthorized listeners. Whether at the School or at the Hospital, such safeguards include, but are not limited to: lowering my voice or using private rooms or areas (not hallways, cafeterias or elevators) where available.
8. I will not make any unauthorized transmissions, inquiries, modifications, or purgings of Confidential Information. I will not access data on patients for whom I have no responsibilities or a need to know the content of the PHI concerning these patients.
- 9-10. I will not transmit Confidential Information outside the Hospital-Company network unless I am specifically authorized to do so as part of my job responsibilities. If I am authorized to transmit Confidential

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Information outside of the Hospital using email or other electronic communication methods. Company, I will ensure that the Information is encrypted according to Hospital Company Information Security Standards, Information Security Standards and ensure that I have complied with the External Data Release policy and other applicable Company privacy policies.

11. I will not retain Confidential Information longer than required by the Company's Record Retention policy.
12. I will only reuse or destroy media in accordance with the Company's Information Security Standards.
13. I acknowledge that in the course of performing my job responsibilities I may have access to human resource information which may include compensation, age, sex, race, religion, national origin, disability status, medical information, criminal history, personal identification numbers, addresses, telephone numbers, financial and education information (collectively, "Human Resource Information"). I understand that I am allowed to discuss any Human Resource Information about myself and other employees if they self-disclose their information. I can also discuss Human Resource Information that does not relate to my individual employment or my job responsibilities and that is not in violation of any other provision in this Agreement.

Following Appropriate Access:

1. I will only access or use systems or devices I am officially authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
2. I will only access software systems to review patient records or Hospital information when I have a business need to know, as well as any necessary consent. By accessing a patient's record or Hospital information, I am affirmatively representing to the Hospital at the time of each access that I have the requisite business need to know and appropriate consent, and the Hospital may rely on that representation in granting such access to me.

Using Mobile Devices, Portable Devices and Removable Media:

- 40-14. I will not copy, transfer, photograph, or store Confidential Information on removable media or any mobile devices, portable devices or removable media, such as laptops, personal digital assistants (PDAs), cell smart phones, tablets, CDs, thumb drives, external hard drives, etc., unless specifically required to do so by my job. If I do copy or store Confidential Information on removable media, I will encrypt the information while it is on the media according to Hospital Information Security Standards and authorized to do so as part of my Engagement with the Company.

- 44-15. I understand that any mobile device (smart smart phone, PDA, tablet, etc. or similar device) that synchronizes Hospital Company data (e.g., Hospital, Company email) may contain Confidential Information and as a result, must be protected. Because of this, I understand and agree that the Hospital has the right to:

- a. Require the use of only encryption capable devices.
- b. Prohibit data synchronization to devices that are not encryption capable or do not support the required security controls.
- c. Implement encryption and apply other necessary security controls (such as an access PIN and automatic locking) on any mobile device that synchronizes Hospital data regardless of it being a Hospital or personally owned device.
- d. Remotely wipe any synchronized device that has been lost, stolen or belongs to a terminated employee or affiliated partner.
- e. Restrict access to any mobile application that poses a security risk to the Hospital network.

Doing My Part - Personal Security:

16. I will only access or use systems or devices I am authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
17. I will not attempt to bypass Company security controls.
- 42-18. I understand that I will be assigned a unique identifier (e.g., 3-4 User ID) to track my access and use of Confidential Information Company systems and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or employment verification processes.
19. In connection with my Engagement, I will never:

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43. I will:

~~SCSN 2021-43 (RENEWAL)~~

- a. Use only my officially assigned User ID and password (and/or token (e.g., SecurID card)).
- b. Use only approved licensed software.
- c. Use a device with virus protection software.
 - a. disclose or share user credentials (e.g., password, SecurID card, Tap n Go badge, etc.), PINs, access codes, badges, or door lock codes;
 - b. use another individual's, or allow another individual to use my, user credentials (e.g., 3-4 User ID and password, SecurID card, Tap n Go badge, etc.) to access or use a Company computer system or device;
 - c. allow a non-authorized individual to access a secured area (e.g., hold the door open, share badge or door lock codes, and/or prop the door open).

44. I will never:

- a. Disclose passwords, PINs, or access codes.
 - b. Use tools or techniques to break, circumvent or exploit security measures.
 - c. Connect unauthorized systems or devices to the Hospital Company network.
 - f. use software that has not been licensed and approved by the Company.
- 45-20. I will practice good workstation security measures, such as locking up diskettes/media when not in use, using screen savers with activated passwords, positioning screens away from public view, and physically securing workstations while traveling and working remotely.
- 46-21. I will immediately notify my manager, Hospital Facility Information Security Officer (FISO), Director of Information Security Operations Assurance (DISO), or Hospital DISA, Facility Privacy Official (FPO), Ethics and Compliance Officer (ECO), or Facility or Corporate Client Support Services (CSS) help desk or if involving the United Kingdom, the Data Protection Officer (DPO), Information Governance Manager, Caldicott Guardian, Heads of Governance (HoG), Division Chief Information Security Officer (CISO) if:
- d.a. my password has user credentials have been seen, disclosed, lost, stolen, or otherwise compromised;
 - e.b. I suspect media with Confidential Information stored on it has been lost or stolen;
 - f.c. I suspect a virus or malware infection on any system;
 - g.d. I am become aware of any activity that violates this agreement, Agreement or any Company privacy and or security policies; or
 - h.e. I am become aware of any other incident that could possibly have any adverse impact on Confidential Information of Hospital systems/Company system.

Upon Termination/ Separation

- 47-22. I agree that my obligations under this Agreement will continue after termination of my employment, expiration of my contract, or my relationship ceases with the Hospital or expiration of my access to Company systems and Company information.
48. At the end of my Engagement with the Company for any reason, I will immediately, upon termination, I will immediately return any documents or media containing Confidential Information to the Hospital.
49. I understand that I have no right to any ownership interest in any Confidential Information accessed or created by me during and in the scope of my relationship with the Hospital.
- a. securely return to the Company any Confidential Information, Company related documents or records, and Company owned media (e.g., smart phones, tablets, CDs, thumb drives, external hard drives, etc.). I will not keep any copies of Confidential Information in any format, including electronic; and
 - b. un-enroll any non-Company owned devices from the Company Enterprise Mobility Management System, if applicable.

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Except to the Extent Otherwise Agreed in a Separate Agreement, the Following Statements Apply to All Workforce Members

24. I shall promptly disclose to the Company all Company Property that I develop during my Engagement. "Company Property" means any subject matter (including inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, software, databases, confidential information and trade secrets), whether belonging to the Company or others, that, directly or indirectly: (i) I author, make, conceive, first reduce to practice, or otherwise create or develop, whether alone or with others using any Company equipment, supplies, facilities, or Confidential Information, or (ii) otherwise arises from work performed by me for the Company, its employees, or agents, (each of the foregoing, a "Development").
25. As between me and the Company, all Company Property is the property of the Company or its designee, and all copyrightable Developments that I create within the scope of my employment are "works made for hire."
26. I agree to assign, and do hereby irrevocably assign, to the Company or its designee all of my right, title, and interest in and to any and all Developments, together with all intellectual property and other proprietary rights therein or arising therefrom, including any registrations or applications to register such rights and the right to sue for past, present, or future infringements or misappropriations thereof.
27. During and after my Engagement, I agree to execute any document and perform any act to effectuate, perfect, enforce, and defend the Company's rights in any Development. I hereby appoint the Company and its authorized agent(s) as my attorney in fact to execute such documents in my name for these purposes, which power of attorney shall be coupled with an interest and shall be irrevocable, and I fail to execute any such document within five (5) business days.
28. If there is a conflict between a term in Sections 24 through 28 and a term separately agreed to in writing with the Company, the term set forth in the separate agreement will control.

By signing this document, I acknowledge that I have read and understand this Agreement, and I agree to be bound by and comply with all the representations, terms and conditions stated above herein.

Signature:	Printed Name and COLD	Date:
Printed Name:	Business Entity Name/ID:	

EXHIBIT C

SCSB-2021-49 (RENEWAL)

Attestation of Satisfactory Background Investigation

On behalf of

On behalf of RIVEROAK Technical College [Name of Volunteer Organization, School, Contract Services Entity, or Staffing Agency], I acknowledge and attest to Lake City Medical Center

[Name of facility] ("Hospital") that we own, and have in our possession, a background investigation report on the individual identified below. Such background investigation is satisfactory in that it:

verifies the Subject's Social Security Number;

does not reveal any criminal activity;

does not reveal ineligibility for rehire with any former employer or otherwise indicate poor performance;

confirms the individual is not on either the GSA or OIG exclusion lists;

confirms the individual is not on a State exclusion list (if any);

confirms the individual is not listed as a violent sexual offender;

confirms this individual is not on the U.S. Treasury Department's Office of Foreign Assets Control list of Specially Designation Nationals; and

no other aspect of the investigation required by Employer-Hospital reveals information of concern; and

does not reveal inappropriate use of drugs or alcohol;

I attest that this individual has met all of the health requirements, including:

TB test within the last 12 months;

Proof of Rubella, Rubeola and Varicella immunity;

Proof of Hepatitis B and Flu immunization or declination; and

Proof of a satisfactory drug screening as set out in the underlying Affiliation Agreement.

I further attest there are no prior or pending investigations, reviews, sanctions or peer review proceedings; or limitations of any licensure, certification or registration.

This attestation is provided in lieu of providing a copy of the background investigation. Identified Individual Subject to the Background Investigation:

Name: _____

Address: _____

Date of Birth: _____

Social Security Number: _____

INFO ONLY

I also acknowledge and agree to an annual compliance audit by Hospital of five percent (5%) or a minimum of thirty (30) such background investigation files as authorized by the subjects under the Fair Credit Reporting Act (FCRA).

Signature

Printed Name

[Name of

Organization] Date: __

EXHIBIT D

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 386-647-4600. VICKIE DEPRATTER a SIW ANNEE K12, FLA S. 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

INFO ONLY

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. **SCSP-2821-13 (RENEWAL)**

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.

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Revised 06/2014

Page 27

1/2018

INFO ONLY

Summary Report	
Title	compareDocs Comparison Results
Date & Time	1/9/2021 11:12:21 AM
Comparison Time	2.11 seconds
compareDocs version	v4.3.400.130

Sources	
Original Document	SCSB 2021-43 LCMC - ALL Programs (SCSB Executed).pdf
Modified Document	SCSB 2021-80 LCMC All Programs.pdf

Comparison Statistics		Word Rendering Set Markup Options	
Insertions	266	Name	Standard
Deletions	122	<u>Insertions</u>	
Changes	145	Deletions	
Moves	0	<u>Moves / Moves</u>	
Font Changes	0	Font Changes	
Paragraph Style Changes	0	Paragraph Style Changes	
Character Style Changes	0	Character Style Changes	
TOTAL CHANGES	533	Inserted cells	
		Deleted cells	
		Merged cells	
		Changed lines	Mark left border.
		Comments color	By Author.
		Balloons	False

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after saving	General	Always
Report Type	Word	TrackChanges
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	False
Flatten Field Codes	Word	True
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	[Yes / No]
Summary Report	Word	End
Detail Report	Word	Separate (View Only)
Document View	Word	Print
Remove Personal Information	Word	False



Revised 9/10/20

**PAEC STUDENT DATA SERVICES
RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION**

A resolution of **The District School Board of Suwannee County, Florida**, pursuant to Florida Statutes 1001.42(14) and Florida State Board of Education Administrative Rule 6A-1.099, FAC, adopting an agreement made by and 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**, has been reviewed by both parties. It is the decision of these participants that the resolution for rendering of services and benefits shall commence as of July 1, 2020 and shall end on June 30, 2021.

WHEREAS, **The District School Board of Suwannee County Florida** has the power and the duty among other responsibilities to cooperate with other agencies in joint programs when it is to the best interest of the district, taxpayers, the education system, and the school children of the participant, and

WHEREAS, **The District School Board** agrees to participate along with other participating and member districts in the PAEC Student Data Services and

WHEREAS, PAEC is operated in compliance with all Florida Statutes and State Board of Education Administrative Rules, with all charges and assessments for services being made as recommended by the PAEC Student Data Services Advisory Committee and approved by the Board of Directors of PAEC (a/k/a PAEC Student Data Services).

THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto contract and agree as follows:

- I. SERVICES TO DISTRICT.** The specific services to be provided pursuant to this agreement by PAEC Student Data Services relate to the Focus Student Information System (SIS), and are:
- A. Student Information System recommendations for compliance with Department of Education (DOE) student database and student reporting requirements. PAEC Student Data Services will comply with all requirements relating to s.119.07, F.S, Florida's public records act.
 - B. Help desk support will be provided for only primary and/or backup contact to provide technical assistance to any SIS application related problem Monday-Friday 8am-5pm Eastern time, excluding holidays scheduled by PAEC District of Record, the Washington County School Board. Programming bugs and enhancement requests will be escalated by PAEC Student Data Services to Focus School Software as necessary.
 - C. Upon mutually agreed dates, each district may utilize up to two days per year on-site with a Student Data Services staff member for either consultation with only primary and/or backup contact to provide technical assistance on any SIS application related problem or training for district staff on any SIS application related procedures.
 - D. Training of district MIS contact:
 - 1. Regularly scheduled webinar training sessions to cover topics suggested by PAEC and the districts MIS contacts.
 - 2. Quarterly training sessions of pertinent procedures involving the Student Information System.
 - 3. Other specific needs recommended by the Advisory Committee of PAEC Student Data Services and approved by the PAEC Board of Directors.
 - E. Weekly hot topic email newsletter.
 - F. Web repository of training documents and videos.
 - G. Custom PHP programs, Custom SQL Reports, and Custom SQL Integrations as deemed necessary by PAEC Student Data Services.
 - H. Import Templates and Instructions for use as deemed necessary by PAEC Student Data Services.

- II. GOVERNANCE.** The PAEC Board of Directors has established the PAEC Student Data Services entity to work with districts on their SIS needs. As part of its work, PAEC Student Data Services shall have an Advisory Committee. The Committee shall assist the PAEC Executive Director in the overall management of PAEC Student Data Services. The Advisory Committee shall consist of one (1) voting member from each district, appointed by the district Superintendent and that person will serve as the primary MIS contact (POC) between PAEC Student Data Services and the district. POCs will designate a backup contact. The POC and the backup will serve on the Committee until 1) a staff change is made prohibiting the appointed

PAEC STUDENT DATA SERVICES**RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION**

Page 2 of 3

representative to serve, or 2) a notice is received by the Superintendent or designee that a change is being made. A quorum must be present to take action. The Committee will have a chair and a co-chair which will serve two (2) year terms on alternating rotations. The chair and co-chair will be elected by the Committee and approved by the PAEC Board of Directors.

III. DISTRICT RESPONSIBILITIES

- A. Provide and report accurate and clean data.
- B. Responsible for attending conference calls and trainings.
- C. Responsible for troubleshooting before reporting and providing clear and concise examples when reporting issues.
- D. Responsible for importing data (i.e. test scores) into system.
- E. Responsible for facilitating internal training to district personnel.

IV. PAEC ASSETS. Training and Website materials provided by PAEC Student Data Services are strictly for the internal use of participating districts, including their administrators, staff, teachers, students, and parents. These materials remain the property of PAEC Student Data Services and cannot be reprinted, duplicated, sold, or distributed to anyone outside the participating school or school district without the express written consent of PAEC Student Data Services.

V. DISTRICT FINANCIAL PARTICIPATION. The District School Board of Suwannee County will pay for services received through participating in the PAEC Student Data Services program. All assessments will be based on actual costs incurred, prorated among participants on the base plus unweighted FTE basis. Each participating district hereby agrees to pay, a base sum of \$12,000 plus a sum per most recent unweighted FTE 3rd calculation and Workforce Development Information System (WDIS) as per the 2018-19 year's enrollment of 6,414.98 at a rate of 1.102165136 equaling \$7,070.37--for a total of \$19,070.37. This contribution shall be the total obligation of each participating district during the agreement year. Payment must be made by the District and received by PAEC by September 15 of each year in which the district is participating.

VI. TERMS OF AGREEMENT. The term of this agreement with PAEC Student Data Services shall commence as of July 1 of each school year (the "renewal date") and shall end on June 30 of each school year (the "termination date"), unless the participating district chooses to renew this resolution/contract for an additional year. Each District entering into a resolution/contract with PAEC Student Data Services shall do so effective July 1 unless specified to the contrary.

VII. TERMINATION/SUSPENSION OF AGREEMENT**A. TERMINATION BY DISTRICT**

Written notice of intent to withdraw ("Terminate") from participation in the PAEC Student Data Services program must be provided by the participating district to the PAEC Executive Director at least six months prior to the renewal date. This resolution/contract will automatically renew for an additional 1-year period if such written notice is not timely received by the PAEC Executive Director.

B. SUSPENSION OF SERVICES BY PAEC

The Board of Directors of PAEC may suspend and decline to provide services to a participating district because of failure to:

- Make full payment by September 15th of each year
- For DRS schools, provide proof of agreement with their statutorily assigned university affiliate (s. 1003.32, FS) by September 1st of each year

C. WITHDRAWAL BY FISCAL AGENT

PAEC STUDENT DATA SERVICES**RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION**

Page 3 of 3

The fiscal agent must provide written notification by certified mail to the Superintendent/DRS Director of each participating district if services are to be discontinued. Notification must be received at least six months prior to the renewal date (July 1st).

VIII. ADMINISTRATIVE/STAFFING. PAEC Student Data Services is administered under the PAEC Board of Directors. Washington County Schools will serve as the Fiscal Agent and District of Record. PAEC Student Data Services staff will be under the supervision of the PAEC Executive Director and function as part of the consortium staff. The Student Data Services program shall contribute its pro-rata share of the PAEC/Fiscal Agent Annual Agreement and PAEC Overhead Funding Plan.

IX. EQUIPMENT PURCHASES AND TRANSFERS. The equipment purchased to facilitate the center operation will be vested in the PAEC District of Record, the Washington County School Board, according to the present PAEC Agreement. If the PAEC Student Data Services program is transferred to another District of Record, all equipment purchased with PAEC Student Data Services program funds will be transferred to the new district upon approval of the PAEC Board of Directors.

For the above described services, The District School Board of Suwannee County, Florida, agrees to pay The District School Board of Washington County, Florida, fiscal agent and District of Record for PAEC and PAEC Student Data Services, ~~\$20,697.39~~, and the Focus License Fee of \$30,471.16 (FTE total 6,414.98 x \$4.75) - a total of \$51,168.55 - payable upon execution of this resolution/contract.

APPROVED:

Resolved in a Regular Session of the Suwannee School District on this _____ day of _____, 2021.

Lou Cleveland, Board Chairman
School Board of Washington County
Date: _____

Tim Alcorn, Board Chairman
School Board of Suwannee County
Date: _____

Herbert J. Taylor, Superintendent
School Board of Washington County
Date: _____

Ted L. Roush, Superintendent
School Board of _____ County
Date: _____

John T. Selover, Executive Director
Panhandle Area Educational Consortium
Date: _____

"Approved as to Form and Sufficiency
BY _____

BOD date: May 14, 2020

WCSB date: May 11, 2020

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

SCSB 2021-63 (REVISED/RENEWAL)

SCSB 2021-83 (REVISED/RENEWAL)

(Replaces SCSB 2021-63 previously approved on 07/28/2020)

Revised 9/10/20



PAEC STUDENT DATA SERVICES RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION

A resolution of The District School Board of Suwannee County, Florida, pursuant to Florida Statutes 1001.42(1001.42(14) and Florida State Board of Education Administrative Rule 6A-1.099, FAC, adopting an agreement made by and 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, has been reviewed by both parties. It is the decision of these participants that the resolution for rendering of services and benefits shall commence as of July 1, 2020 and shall end on June 30, 2021.

WHEREAS, The District School Board of Suwannee County Florida has the power and the duty among other responsibilities to cooperate with other agencies in joint programs when it is to the best interest of the district, taxpayers, the education system, and the school children of the participant, and

WHEREAS, The District School Board agrees to participate along with other participating and member districts in the PAEC Student Data Services and

WHEREAS, PAEC is operated in compliance with all Florida Statutes and State Board of Education Administrative Rules, with all charges and assessments for services being made as recommended by the PAEC Student Data Services Advisory Committee and approved by the Board of Directors of PAEC (a/k/a PAEC Student Data Services).

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INFO ONLY

PAEC STUDENT DATA SERVICES RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION Page 2 of 3

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V. **DISTRICT FINANCIAL PARTICIPATION.** The District School Board of Suwannee County will pay for services received through participating in the PAEC Student Data Services program. All assessments will be based on actual costs incurred, prorated among participants on the base plus unweighted FTE basis. Each participating district hereby agrees to pay, a base amount of \$12,000 plus a sum per most recent unweighted FTE 3rd calculation and Workforce Development Information System (WDIS) as per the 2018-19 year's enrollment of 6,414.98 at a rate of 1.102165136 equaling \$7,070.37 for a total of \$19,070.37. This contribution shall be the total obligation of each participating district during the agreement year. Payment must be made by the District and received by PAEC by September 15 of each year in which the district is participating.

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C. WITHDRAWAL BY FISCAL AGENT

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Exactly 12.6 pt, No bullets
or numbering

INFO ONLY

| will serve on the Committee until 1) a staff change is made prohibiting the appointed

INFO ONLY

INFO ONLY

SCSB 2021-23 (REVISED/RENEWAL)

(Replaces SCSB 2021-63 previously approved on 07/28/2020)

PAEC STUDENT DATA SERVICES RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION

Page 3 of 3

The fiscal agent must provide written notification by certified mail to the Superintendent/DRS Director of each participating district if services are to be discontinued. Notification must be received at least six months prior to the renewal date (July 1st).

VIII. ADMINISTRATIVE/STAFFING. PAEC Student Data Services is administered under the PAEC Board of Directors. Washington County Schools will serve as the Fiscal Agent and District of Record. PAEC Student Data Services staff will be under the supervision of the PAEC Executive Director and function as part of the consortium staff. The Student Data Services program shall contribute its pro-rata share of the PAEC/Fiscal Agent Annual Agreement and PAEC Overhead Funding Plan.

IX. EQUIPMENT PURCHASES AND TRANSFERS. The equipment purchased to facilitate the center operation will be vested in the PAEC District of Record, the Washington County School Board, according to the present PAEC Agreement. If the PAEC Student Data Services program is transferred to another District of Record, all equipment purchased with PAEC Student Data Services program funds will be transferred to the new district upon approval of the PAEC Board of Directors.

For the above described services, The District School Board of Suwannee County, Florida, agrees to pay The District School Board of Washington County, Florida, fiscal agent and District of Record for PAEC and PAEC Student Data Services, \$20,697.39, and the Focus License Fee of \$30,471.16 (FTE total 6,414.98 x \$4.73) - a total of \$51,168.55 - payable upon execution of this resolution/contract.

APPROVED:

Herbert J. Taylor, Superintendent
School Board of Washington County

Resolved in a Regular Session of the Suwannee School District
on this _____ day of _____, 2021.

Ted L. Roush, Superintendent
School Board of _____ County

Lou Cleveland, Board Chairman
School Board of Washington County
School Board of Washington County

Tim Alcorn, Board Chairman
School Board of Suwannee County

Date: 8/12/2020

and Sufficiency

Herbert J. Taylor, Superintendent
School Board of Washington County
Date: 8/12/20

Ted L. Roush, Superintendent
School Board of Suwannee County
Date: JUL 28 2020

Ill. P.A.

Attorney"

Director

al Consortium

INFO ONLY

Summary Report	
Title	compareDocs Comparison Results
Date & Time	1/9/2021 11:11:05 AM
Comparison Time	1.61 seconds
compareDocs version	v4.3.400.130

Sources	
Original Document	SCSB 2021-63 PAEC Fully Executed.pdf
Modified Document	SCSB 2021-83 PAEC.pdf

Comparison Statistics	
Insertions	26
Deletions	5
Changes	9
Moves	0
Font Changes	0
Paragraph Style Changes	0
Character Style Changes	0
TOTAL CHANGES	40

Word Rendering Set Markup Options	
Name	Standard
Insertions	
Deletions	
Moves / Moves	
Font Changes	
Paragraph Style Changes	
Character Style Changes	
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Deleted cells	
Merge cells	
Changed lines	Mark left border.
Comments color	By Author.
Balloons	False

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after saving	General	Always
Report Type	Word	TrackChanges
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	False
Flatten Field Codes	Word	True
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	[Yes / No]
Summary Report	Word	End
Detail Report	Word	Separate (View Only)
Document View	Word	Print
Remove Personal Information	Word	False

Summary Report	
Title	compareDocs Comparison Results
Date & Time	1/9/2021 11:11:05 AM
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Comparison Statistics		Word Rendering Set Markup Options	
Insertions	26	Name	Standard
Deletions	5	<u>Insertions</u>	
Changes	9	Deletions	
Moves	0	<u>Moves / Moves</u>	
Font Changes	0	Font Changes	
Paragraph Style Changes	0	Paragraph Style Changes	
Character Style Changes	0	Character Style Changes	
TOTAL CHANGES	40	Inserted cells	
		Deleted cells	
		Merged cells	
		Changed lines	Mark left border.
		Comments color	By Author.
		Balloons	False

compareDocs Settings Used		
	Category	Option Selected
Open Comparison Report after saving	General	Always
Report Type	Word	TrackChanges
Character Level	Word	False
Include Headers / Footers	Word	True
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Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	False
Flatten Field Codes	Word	True
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	[Yes / No]
Summary Report	Word	End
Detail Report	Word	Separate (View Only)
Document View	Word	Print
Remove Personal Information	Word	False

SUWANNEE COUNTY SCHOOL BOARD
Human Resources Transactions
January 26, 2021

TO: District School Board of Suwannee County

FROM: 
Ted L. Roush, Superintendent of Schools

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

RECOMMENDATIONS FOR THE 2020-2021 SCHOOL YEAR:

RETIREMENT: INSTRUCTIONAL:

Suwannee Pineview Elementary:

Pamela Lewis, Teacher, effective January 8, 2021

RESIGNATION: INSTRUCTIONAL:

Suwannee High School:

Sarah Grillo, Teacher, effective February 2, 2021

Suwannee Riverside Elementary:

Susann Johnson, Media Specialist, effective January 19, 2021

RECOMMENDATIONS: INSTRUCTIONAL:

Branford High School:

Colleen Heeney, Teacher, effective December 11, 2020

REPLACES: Jerrica Byrd

RIVEROAK Technical College:

Jenna Stratton, Teacher, effective January 11, 2021

REPLACES: Suzanne Wilson

TRANSFERS/REASSIGNMENTS:

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>EFFECTIVE</u>	<u>REPLACES</u>
Karen Braun	Suwannee Virtual School Coordinator	Suwannee High School Security Guard	November 9, 2020	
Lawanna Zimmermann	RIVEROAK Tech. College Teacher	Suwannee Riverside Elementary Paraprofessional	November 16, 2020	
Lawanna Zimmermann	Suwannee Riverside Elementary Paraprofessional	Suwannee Riverside Elementary Media Specialist	January 19, 2021	Susann Johnson

SUSPENSION:

Suwannee Middle School:

Jennifer Neely, Teacher, effective December 2, 2020 through December 3, 2020 without pay

LEAVE OF ABSENCE (MATERNITY):

Suwannee Springcrest Elementary:

Emily Murphy, Teacher, effective January 5, 2021 through March 22, 2021

SUPPLEMENTARY:

<u>Employee Name</u>	<u>Position</u>	<u>Location</u>
*Christopher Ferguson	Head JV Boys' Basketball Coach	Branford High School
Alex Walker-Sory	Assistant Girls' Softball Coach	Branford High School

* Pending certification

RETIREMENT: NON-INSTRUCTIONAL/SCHOOL RELATED:

Transportation:

Edna Bryant, Bus Driver, effective February 2, 2021

RESIGNATIONS: NON-INSTRUCTIONAL:

Branford High School:

Maria Owen, Food Service, effective December 11, 2020

RIVEROAK Technical College:

Laura Hernandez, Financial Aid Specialist, effective March 1, 2021 (**amended** from the original resignation date of January 15, 2021, which was approved on the October 27, 2020 Agenda)

Suwannee Pineview Elementary:

Luvornia Lock, Lead CDA, effective January 15, 2021

Transportation:

Dakota Carey, Crossing Guard, effective January 14, 2021

Sheila Rowden, Bus Driver, effective January 5, 2021

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford High School:

Natalia Morales, Paraprofessional, effective, December 14, 2020

REPLACES: Lisa Stevens

Suwannee Middle School:

Ayla Hicks, Paraprofessional, effective January 5, 2021

REPLACES: Maritza Torres

Transportation:

Kiara Janosh, Bus Driver, effective January 13, 2021

REPLACES: Hope Robinson

Mary Noble, Bus Driver, effective January 13, 2021

REPLACES: Vadarian Robinson

LEAVE OF ABSENCE:

Suwannee Pineview Elementary

Tamara Felton, Paraprofessional, effective January 11, 2021 returning on April 30, 2021

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

Suwannee Middle School

Verhonda Morris, Paraprofessional, September 2, 2020 (7.25 hrs.), and September 23, 2020 (7.25 hrs.) for a total of 14.50 hours

LEAVE OF ABSENCE (MEDICAL):

Suwannee Riverside Elementary

Janice McCall, Paraprofessional, effective January 5, 2021 through March 26, 2021

MISCELLANEOUS:

Approval for the following to work additional hours for Pre-K Extended Day Program:

Alexis Dalton

Approval for the following to work as a paraprofessional or teacher in the 21st Century Program:

Sabrina Harrell

The following to be approved as a Practicum Student Teacher:

<u>Intern</u>	<u>School</u>	<u>Cooperating Teacher</u>	<u>School</u>
Ariel Jennings	Saint Leo College	Shannon Daniel	Suwannee Springcrest Elementary

SUBSTITUTES:

The following to serve as Substitute Bus Aide:

Delaney Futch

The following to serve as Substitute Bus Attendant:

Corinne Chaney

VOLUNTEERS:

Robert Brannon
Whitney Campbell
Allison Caparelli
Makayla Collier
Alexandra Davis
Ashley Davis
Gabriela Diaz
Tracy Henderson
Shonquise Johnson
Debbie Jones
Jessica Kelly
Karen Kelly
Julie Klecka
Katy Land

Mark Lane
Tori Marable
John Martz
Rebecca McCray
Heather McInnis
Dalton McNair
Christina Minguez
Cynthia Murray
Lyndsi Nahabetian
Amy Osborne
Christopher Osborne
Amy Patterson
James Pinkard
Stephanie Pinkard

Laura Poore
Elissa Robert
Richard Robert
Jaxon Sansouci
Joshua Smith
Maria Smith
Myranda Sullivan
Tammy Tomlinson
Debbie Worth
Hannah Wynn
Anja Yarick
Michael Yott

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

DATA SHARING SECURITY AGREEMENT

The undersigned, referred to herein as "Educational Institution," agrees as follows.

A. Parties

1. The Educational Institution is a Local Educational Agency (LEA), secondary school, post-secondary institution, or otherwise qualifies as a Designated Entity, pursuant to the Definitions herein.
2. The Office of Student Financial Assistance (OSFA) is the division of the Florida Department of Education responsible for administration of state and federal financial aid programs as the State Educational Agency in Florida.

B. Purpose of the Agreement

The purpose of this Agreement is to establish the conditions under which OSFA will provide to the Educational Institution certain data received or generated by OSFA concerning Free Application for Federal Student Aid (FAFSA) applicants in order to determine the completion status of a student's FAFSA and facilitate providing assistance to such students in completing the FAFSA.

C. Definitions - For purposes of this Agreement, the following definitions apply:

1. **Authorized Personnel** - Employees of the Educational Institution who require access to the FAFSA Filing Status Information to determine the completion status of a student's FAFSA and facilitate providing assistance to such students in completing the FAFSA, including both paid and non-paid staff and authorized agents such as contractors, subcontractors, volunteers, or other parties to whom the Educational Institution has outsourced any of its services or functions. All Authorized Personnel must be under the direct control of the Educational Institution with respect to the use and maintenance of the select Institutional Student Information Record (ISIR) Data disclosed hereunder.
2. **Designated Entity** - A public or non-profit entity that has an Established Relationship with the student that the U.S. Secretary of Education has designated as eligible to receive FAFSA Filing Status Information from an Agency.
3. **Established Relationship** - A relationship between a student FAFSA applicant and an LEA, secondary school, or Designated Entity. In the case of an LEA, an Established Relationship exists where the student FAFSA applicant is enrolled in a secondary school under the legal authority of the LEA or the LEA otherwise is providing services to the FAFSA applicant. In the case of a secondary school, an Established Relationship exists where the student FAFSA applicant is enrolled in the secondary school itself or the secondary school otherwise is providing services to the FAFSA applicant. In the case of a Designated Entity, an Established Relationship exists when the student FAFSA applicant is enrolled in or has registered with or is receiving services from the Designated Entity in order for the Designated Entity to assist the student in pursuit of postsecondary education.
4. **FAFSA** - The Free Application for Federal Student Aid form, authorized by the Higher Education Act of 1965, as amended (HEA), section 483, which is the U.S. Department of Education's common application for determining the need and eligibility of a student for Federal student aid.

5. **FAFSA Filing Status Information** - Information from an ISIR that OSFA may disclose to LEAs, secondary schools, and Designated Entities on the completion status of a student's FAFSA. FAFSA Filing Status Information includes: Student's first name; Student's last name; Student's date of birth; Student's ZIP Code; FAFSA submitted date (the date the FAFSA was submitted to the U.S. Department of Education); FAFSA processed date (the date the U.S. Department of Education processed the FAFSA); a Selected for Verification flag; and a FAFSA completion flag (e.g., FAFSA not submitted, FAFSA complete, or FAFSA incomplete).
6. **ISIR** - The Institutional Student Information Record (ISIR) is the output document resulting from the submission of a FAFSA to OSFA and includes the data received, system generated data results and FAFSA Filing Status Information.
7. **LEA** - A Local Educational Agency is a public board of education or other public authority legally constituted within a State for either administrative control of or direction of, or to perform service functions for, public elementary or secondary schools in a city, county, township, school district, or other political subdivision of a State; or such combination of school districts or counties a State recognizes as an administrative agency for its public elementary and secondary schools; or any other public institution or agency that has administrative control and direction of a public elementary or secondary school.

D. Authority

Section 483 (a)(10) of the HEA, 20 U.S.C. 1090(a)(10), authorizes the U.S. Department of Education to disclose FAFSA (ISIR) data. The U.S. Department of Education's routine uses in the applicable System of Records Notice published under the Privacy Act of 1974, as amended, (5 U.S.C. 552a) permits this disclosure of FAFSA data to OSFA in order to permit the OSFA to determine an applicant's eligibility for financial assistance under State financial aid programs. Further, in order to encourage and assist students with the completion of a FAFSA, OSFA may disclose the FAFSA Filing Status Information of a student to an entity with an Established Relationship with the student, including an LEA, a secondary school, or a Designated Entity. (Federal Student Aid Application File Systems of Record Notice (Aug. 3, 2011, 76 Fed. Reg. 46774, 46777-78.)

E. Disclosure of ISIR Data

At the Educational Institution's request, OSFA will provide FAFSA Filing Status Information to the Educational Institution if the institution has an Established Relationship with the student.

F. Authorized Uses

1. The Educational Institution must limit access, disclosure and use of ISIR data provided to it under this Agreement to the Educational Institution's Authorized Personnel and for the authorized uses described in this Agreement.
2. The Educational Institution may use the ISIR data furnished to it under this Agreement only to determine the completion status of a student's FAFSA and facilitate providing assistance to such students in completing the FAFSA.
3. The Educational Institution may re-disclose the ISIR data furnished to it under this Agreement only as provided in Section G below.

G. Terms for Access to FAFSA Filing Status Information

1. The Educational Institution shall comply with the requirements specified in Section J below.
2. The FAFSA Filing Status Information will be used by the Educational Institution only for purposes stated herein, consistent with section 483(a)(3)(E) of the HEA.
3. The Educational Institution will comply, as applicable, with the requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g and its regulations codified at 34 CFR part 99) and with sections 1002.22, 1002.221, 1002.222, and 1002.225, Florida Statutes, in disclosing any personally identifiable information from students' education records.
4. The Educational Institution shall disclose FAFSA Filing Status Information only to Authorized Personnel, as defined in section C of this Agreement and only for authorized purposes described in Section B – Purpose of the Agreement above.
5. The Educational Institution will not re-disclose or share the FAFSA Filing Status information obtained from the Educational Institution in personally identifiable form other than (1) to the FAFSA applicant and to the FAFSA applicant's parents if the applicant is under age 18, to the applicant if the applicant is age 18 or older or enrolled in a post-secondary institution, or to any other party with the consent of the FAFSA applicant or the consent of the FAFSA applicant's parents if the FAFSA applicant is under the age of 18, or (2) if required to do so by law and if such use is consistent with all applicable privacy laws, including the privacy provisions of section 483(a)(3)(E) of the HEA, 20 U.S.C. 1090(a)(3)(E), and FERPA (20 U.S.C. 1232g).

H. Prohibition on Unauthorized Disclosures

1. Any use, disclosure, or re-disclosure of ISIR data or FAFSA Filing Status Information provided to the Educational Institution under this Agreement not specified above in Section F – Authorized Uses or Section G – Terms for Access to FAFSA Filing Status Information, is unauthorized and prohibited.
2. The Educational Institution must ensure that Authorized Personnel are informed about and aware of the prohibitions regarding the use, disclosure, and re-disclosure of any data and information provided to the Educational Institution under this Agreement.

I. Reporting of Unauthorized Disclosures

1. The Educational Institution will report to OSFA in writing any use, disclosure, or re-disclosure of ISIR data or FAFSA Filing Status Information not authorized by this Agreement. The Educational Institution shall submit the report within one (1) business day after the Educational Institution learns of such unauthorized use, disclosure, or re-disclosure to:

OSFA Security Manager
Florida Department of Education
325 West Gaines Street, Suite 1314
Tallahassee, Florida 32399-0400
AND to the following email address: OSFASecurity@fldoe.org

The report must identify: (i) the nature of the unauthorized use, disclosure, or re-disclosure; (ii) the ISIR data or FAFSA Filing Status Information used, disclosed, or re-disclosed; (iii) the person or entity, if known, who made the unauthorized use or received the unauthorized disclosure, or re-disclosure; (iv) what the Educational Institution has done or will do to notify affected FAFSA applicants and to mitigate any deleterious effect of the unauthorized use, disclosure, or re-disclosure; and (v) what corrective action the Educational Institution has taken or will take to prevent future similar unauthorized use, disclosure, or re-disclosure.

2. The Educational Institution shall also provide any such other information concerning the unauthorized disclosures as requested by OSFA.

J. Data Security

1. The Educational Institution will protect the integrity of the FAFSA Filing Status Information received under this Agreement from unauthorized access, use or re-disclosure.
2. The Educational Institution shall take all steps necessary to safeguard the confidentiality of the data received. The Educational Institution will restrict access to the data provided or created under this Agreement to only those Authorized Personnel who need the data to perform their official duties in connection with the uses of the data authorized in this Agreement.
3. The LEA is responsible for informing authorized representatives (e.g. High School principals) of their duty of oversight for security of this data. At a minimum, all authorized personnel who have access to this data should be informed of the confidential nature of the data, the safeguards required to protect the data, and sanctions for noncompliance. Potential sanctions may include:
 - (i) Revocation of FAFSA data access for the institution and/or LEA.
 - (ii) Revocation of authorization to participate in the FAFSA initiative for the entire district.
 - (iii) Criminal (under Federal, state or local laws).
4. The Educational Institution must develop, implement, maintain and use reasonable and appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity, and availability of all data electronically maintained or transmitted pursuant to this Agreement. The Educational Institution will process the data provided or created under this Agreement under the immediate supervision and control of Authorized Personnel in a manner that will protect the confidentiality of the data, so that unauthorized persons cannot retrieve any data by computer, remote terminal, or other means. Systems personnel must enter personal identification numbers when accessing data on the Parties' systems.

K. Liability

The Educational Institution shall be liable for the actions and omissions of its respective officers, employees and agents. This obligation shall survive termination of this Agreement. Nothing herein shall be construed as a waiver by Educational Institution of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

L. Oversight and Compliance

OSFA may, at its discretion, monitor the Educational Institution's records, processes, procedures, and electronic systems for compliance with the terms of this Agreement. OSFA also may, at its discretion, perform on-site inspections of the Educational Institution to monitor compliance with the terms of this Agreement.

M. Entire Agreement

This Agreement constitutes the entire understanding of the Parties with respect to their individual rights and obligations in carrying out the terms of the Agreement, and supersedes any prior or contemporaneous agreements or understandings.

N. Effective Date, Modification, Duration, and Termination of the Agreement

1. This Agreement shall remain in force until terminated by the Educational Institution or OSFA, providing that the terminating party provides the other party with written notice.
2. If OSFA finds that the Educational Institution has failed to comply with this Agreement, the Educational Institution shall, upon the request of OSFA, delete or return all data received under this Agreement and copies made of such data. Furthermore, OSFA may terminate this Agreement or take such other action as may be necessary and appropriate to protect the interests of the FAFSA applicants, the United States, the State of Florida, and state and federal student aid programs.
3. The expiration of this Agreement shall not, however, affect the obligations incurred by the Educational Institution under this Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by its duly authorized representative.

EDUCATIONAL INSTITUTION

Suwannee County School District

(Corporate Seal)

SCHOOL BOARD OF SUWANNEE COUNTY,
FLORIDA

ATTEST:

By _____
Tim Alcorn, Chair

Ted Roush, Superintendent of Schools

Approved as to Form and Legal Content:

Leonard Dietzen III, District Counsel

FOR OSFA INTERNAL USE ONLY:

OSFA Approval

BY: _____

Date: _____

**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 that in lieu of expulsion, my child, [student name], a student at [school name], will be placed at the Suwannee Opportunity School for a _____ days [insert number of days or remainder] of the [insert school year dates] school year, with possible transition back to [school name] when all requirements are met. The Suwannee Opportunity School Coordinator is responsible for referring the student back to his/her zoned school. [Student name] will begin at the Suwannee Opportunity School on [date].
5. The student/parent/guardian agrees to comply with the following conditions:
 - Student shall maintain an 80 percent attendance rate.
 - Student is not allowed to drive or walk to the Suwannee Opportunity School.
 - Student agrees to follow the Suwannee County School District Student Code of Conduct.
 - Student will stay in his/her assigned space.
 - Student will not touch other students in any way.
 - Student will not make any references to gangs, sex, violence, or drugs.
 - Student will use appropriate language and voice tone towards adults and peers.
 - Student must participate in social/emotional learning goals and mental health training or counseling.
 - Student is not permitted on Suwannee County School Board property without prior authorization from Suwannee Opportunity School Administration. This includes sporting events, club activities, or social functions.
 - Student is not permitted to access any school property outside of the school day.

6. Student will be required to participate in a morning search of his/her person. This will include a pat-down search and sweep of a metal detector. Shoes will be removed during the search and returned immediately upon its completion. Students are not allowed to bring any personal items, including jewelry and cell phones.
7. We understand that if student fails to adhere to the conditions above, this Stipulated Expulsion Agreement becomes null and void, and that the Suwannee County School District will move forward with an Administrative Hearing before the Hearing Officer of the Suwannee County School Board to determine the appropriate disposition of the Superintendent's recommendation for expulsion.
8. 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.
9. 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.
10. I understand that this Stipulated Expulsion Agreement will become part of my student records.
11. 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 an Administrative Hearing is conducted by the Hearing Officer of the Suwannee County School Board to determine the appropriate disposition of the Superintendent's recommendation for expulsion.

Parent/Legal Guardian

Date

Parent/Legal Guardian

Date

Student

Date

School Administrator

Date

Director of School Choice

Date

[PLACE ON DISTRICT LETTERHEAD]

[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 Statutes.

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].

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.

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 dates]. 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 Hearing Officer of the Suwannee County School Board on [insert date]. Any request for a hearing before the Hearing Officer 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 DISTRICT LETTERHEAD]

[Current Date]

CASE NO.: XXXXXXXX

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.

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 Hearing Officer

Signature of Receipt

X _____

[PLACE ON SCHOOL LETTERHEAD]

[Current Date]

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
& FIRST CLASS MAIL

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

RE: Recommendation of Expulsion from [school name] of [student name]

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

I regret to inform you that I have placed [student name] on suspension from [school name] for a period of 10 days commencing [suspension dates], and I will recommend to Superintendent Roush that this student be expelled based on credible and substantial information brought to my attention that this student has committed a serious breach of conduct as defined in Section 5.12 of the Suwannee County School Board (SCSB) Policy Manual pertaining to Students. A copy of this section of the SCSB Policy Manual is enclosed for your ready reference. A copy of the Principal's report to Superintendent recommending expulsion is enclosed with this letter, as well.

I would like to further advise you of the following:

- You may contact my office for an appointment and a reasonable opportunity will be provided for you to meet with me and discuss the recommendation I have made to the Superintendent.
- Within five (5) days of receipt of the Principal's report to Superintendent recommending expulsion, the Superintendent will direct that an investigation be conducted of the allegations of serious breach of conduct as referenced in my report. You may submit in writing to the Superintendent such information or documentation as you believe may be relevant or may serve as mitigating circumstances pertaining to the allegations.
- While the Superintendent's inquiry is being conducted and pending the results of that inquiry, please be advised that the Superintendent may extend the suspension I have imposed if the Superintendent reasonably concludes that the return to school or continued attendance of this student may be detrimental to the student, school staff, or other students, or may tend to interrupt the orderly conduct of the educational process. If the term of suspension is extended, you will be notified of the extended suspension by certified mail, return receipt requested, and by regular United States mail.

Sincerely,

[Principal Name]
Principal of [school name]

xc: Ted L. Roush, Superintendent of Schools

[PLACE ON SCHOOL LETTERHEAD]

[Current Date]

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
& FIRST CLASS MAIL

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

RE: Recommendation of Expulsion from [school name] of [student name]

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

I regret to inform you that I have placed [student name] on suspension from [school name] for a period of 10 days commencing [expulsion dates], and I will recommend to Superintendent Roush that this student be expelled based on credible and substantial information brought to my attention that this student has committed a serious breach of conduct as defined in Section 5.12 of the Suwannee County School Board (SCSB) Policy Manual pertaining to Students. A copy of this section of the SCSB Policy Manual is enclosed for your ready reference. A copy of the Principal's report to Superintendent recommending expulsion is enclosed with this letter, as well.

I would like to further advise you of the following:

- You may contact my office for an appointment and a reasonable opportunity will be provided for you to meet with me and discuss the recommendation I have made to the Superintendent.
- Within five (5) days of receipt of the Principal's report to superintendent recommending expulsion, the Superintendent will direct that an investigation be conducted of the allegations of serious breach of conduct as referenced in my report. You may submit in writing to the Superintendent such information or documentation as you believe may be relevant or may serve as mitigating circumstances pertaining to the allegations.
- While the Superintendent's inquiry is being conducted and pending the results of that inquiry, please be advised that the Superintendent may extend the suspension I have imposed if the Superintendent reasonably concludes that the return to school or continued attendance of this student may be detrimental to the student, school staff, or other students, or may tend to interrupt the orderly conduct of the educational process. If the term of suspension is extended, you will be notified of the extended suspension by certified mail, return receipt requested, and by regular United States mail.

Parent(s)/Legal Guardian(s) Name
Date of Letter from 1st Page
Page [insert page number]

- During the term of suspension, the student may have the option of attending the [school name] during the investigation of this matter and until the Hearing Officer meets to consider and act upon the recommendation of expulsion. Please contact the Director of School Choice, [insert name], at [insert phone number], if you wish to elect this voluntary option.

Sincerely,

[Principal Name]
Principal of [school name]

xc: Ted L. Roush, Superintendent of Schools

**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 Recommended Order of the School Board's Hearing Officer dated [insert date], that [student name] be expelled for the remainder of the [insert dates of school year] school year, through [ending date]. The School Board having considered the Recommended Order of expulsion, with both parties having the opportunity to submit exceptions to the Recommended Order, 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 Florida Statutes, Suwannee County School Board Policy, and Suwannee County School District Student Conduct and Discipline Code, as set forth in the Recommended Order.

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/insert section number], Florida Statutes, Suwannee County School Board Policy # [insert Policy #], and Suwannee County School District Student Conduct and Discipline Code.

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.

3. The Hearing Officer's Recommended Order is adopted as set forth herein.

WHEREFORE, based upon the Findings of Fact and the Recommended Order, 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/school year].

NOTICE OF RIGHT TO JUDICIAL REVIEW: This Final Order constitutes final agency action. Any party who is adversely affected by this Final Order has the right to seek judicial review of the Final Order pursuant to Section 120.68, Florida Statute. Review proceedings are governed by the Florida Rules of Appellate Procedure. Such proceedings are commenced by filing one copy of a notice of appeal with the agency clerk of the School Board of Suwannee County, Florida, and a second copy, accompanied by appropriate filing fees as prescribed by law,

with First District Court of Appeals, or with the District Court of Appeals in the Appellate District, where the party resides, if applicable. The notice of appeal must be filed within thirty (30) days of rendition of the Final Order to be reviewed.

DONE AND ORDERED this _____ day of _____ [insert year].

THE SCHOOL BOARD OF SUWANNEE COUNTY, FL

BY: _____
[insert name of chairman], Chairman

Filed this _____ day of _____ [insert year], at Suwannee County, Florida,
with the Secretary-Clerk.

BY: _____
Secretary-Clerk

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