

SUWANNEE COUNTY SCHOOL BOARD  
REGULAR MEETING  
June 25, 2019

AGENDA

Call to Order - 6:00 p.m.

Student remarks and pledge to the flag by RIVEROAK Technical College

Special Recognition by the Superintendent:

- Introduction and Presentation by Bill Graham, Executive Director of the Florida Educational Negotiators

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. 6-36)

May 14, 2019	- Workshop Session
	- Special Meeting
	- Expulsion Issues Hearing (Private)
May 28, 2019	- Public Hearing
	- Regular Meeting

2. The Superintendent recommends approval of the monthly financial statement for May 2019.
3. The Superintendent presents the following bills for the period May 1-31, 2019:

**General Checking Account**

General Fund 1000	\$ 487,078.05
LCIF Fund 3200	80,873.03
Spec Act Revenue Bond Fund 3210	178,600.34
Food Service Fund 4100	142,202.10
Federal Fund 4200	<u>228,435.37</u>
	\$ 1,117,188.89

**Payroll Checking Account**

General Fund 1000	\$ 5,061,185.21
Food Service Fund 4100	235,057.67
Federal Fund 4200	<u>579,387.23</u>
Total	\$ 5,875,630.11

**Total** \$ 6,992,819.00

4. The Superintendent recommends approval of the following budget amendments for fiscal year 2018-2019:

<u>General</u>	<u>LCIF</u>	<u>Special Revenues</u>
I-11	III-11	IV-10 (Food Service)
		IV-11 (Federal)

5. The Superintendent recommends approval for disposal of property as per the attached Property Disposition Form dated June 25, 2019. (pg. 37)
6. The Superintendent recommends approval of the following contracts/agreements for the 2019-2020 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2020-40	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
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- Services and the District School Board of Suwannee County, Florida (*Renewal*) **(pgs. 38-40)**
- #2020-42 Cooperative Agreement between Meridian Behavioral Healthcare, Inc. and the School Board of Suwannee County, Florida (*Renewal/Revised*) **(pgs. 41-101)**
- #2020-43 Inter District Private School Services Agreement 2019-2020 between the Suwannee County School District and the Madison County School District Title I Programs (*Renewal*) (Note: This agreement was initiated by the Madison County School District.) **(pgs. 102-104)**
- #2020-44 Inter District Private School Services Agreement 2019-2020 between the Suwannee County School District and the Columbia County School District Title I Programs (*Renewal*) (Note: This agreement was initiated by the Columbia County School District.) **(pgs. 105-109)**
- #2020-45 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Joyce M. Warren (*Renewal*) **(pgs. 110-122)**
- #2020-46 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Palmer Physical Therapy, LLC (*Renewal/Revised*) **(pgs. 123-150)**
- #2020-47 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Resolutions in Special Education, Inc. (*Renewal*) **(pgs. 151-163)**
- #2020-48 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Specialized Education Associates, LLC, formerly Independent Training for the Blind, Inc. (*Renewal/Revised*) **(pgs. 164-193)**

7. The Superintendent recommends approval of the following student transfers for the 2019-2020 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
McKayla	Harrison	Suwannee	Columbia	9

8. Human Resources Transactions (**pgs. 194-202**)

REGULAR AGENDA

**Chief Financial Officer – Vickie DePratter:**

1. Discussion and action regarding the selection of two School Board members and two Suwannee County business owners to serve on the Value Adjustment Board (VAB) for 2019-2020.

**Assistant Superintendent of Administration – Bill Brothers:**

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

- #5.12 Expulsion of Students (*Revised*) (**pgs. 203-213**)
- #5.13 Zero Tolerance for School-Related Crimes (*Revised*) (**pgs. 214-219**)
- #5.20 Directory Information (*Revised*) (**pgs. 220-221**)

3. The Superintendent recommends approval of the following forms:

- #7200-076 Principal's Recommendation of Expulsion Letter (*Revised*) (**pgs. 222-223**)



**Assistant Superintendent of Instruction – Janene Fitzpatrick:**

4. The Superintendent recommends approval for reconfiguration of Suwannee Primary School, Suwannee Elementary School, and Suwannee Intermediate School, effective with the 2020-2021 school year.

**Director of Student Services – Debbie Land:**

5. The Superintendent recommends approval of the following contract/agreement for the 2019-2020 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2020-41      Agreement between the School Board of Suwannee County and Suwannee Valley Community Coordinated Child Care, Inc. for the Teen Age Parent Program (TAPP) (*New*) (pgs. 224-228)

6. The Superintendent recommends approval of the following personnel item for the 2019-2020 school year:
  - a. Reclassify the Coordinator of Student and Family Support position from an 11-month position to a 12-month position, effective July 1, 2019.

**School Board Attorney – Leonard Dietzen:**

7. Legal Counsel's Report

**Superintendent of Schools – Ted Roush:**

8. Superintendent's Report

**School Board Members:**

9. Issues and concerns Board members may wish to discuss

End of Agenda

SUWANNEE COUNTY SCHOOL BOARD  
WORKSHOP SESSION  
May 14, 2019

MINUTES

The Suwannee County School Board met in Workshop Session on this date in the School Board Meeting Room, 1729 Walker Avenue, SW, Suite 300, Live Oak, Florida. School Board members present were Chairman Ed daSilva, Tim Alcorn, Jerry Taylor, and Ronald White, along with Superintendent Ted Roush and Administrative Secretary Karen Lager. School Board Member Catherine Cason arrived at 9:08 a.m. School Board Attorney Leonard Dietzen and Chief Financial Officer Vickie DePratter were absent.

Administrators and others present: Walter Boatright, Bill Brothers, Lisa Dorris, Janene Fitzpatrick, Malcolm Hines, Terry Huddleston, Mary Keen, Kathy Smith, Angie Stuckey, T.J. Vickers, Kelly Waters, Kelli Williams, Jimmy Wilkerson, and Josh Williams.

Chairman daSilva called the meeting to order at 9:03 a.m.

Emergency Response Plan .....Malcolm Hines

Mr. Hines provided an update on the Emergency Response Plan, as well as the School Safety and Security Department (infrastructure for communications—radios, etc.).

Mr. Alcorn asked Mr. Roush for a summary of costs related to communications, personnel, and school safety. Mr. Roush responded that hopefully the information would be available for discussion at the budget workshop in June.

Human Resources Department Update ..... Walter Boatright

Mr. Boatright distributed and reviewed the following:

- 2019-2020 Minority Teacher Recruitment Plan

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

Mr. Brothers reviewed revisions to the following:

- 2019-2020 Student Conduct and Discipline Code (pgs. 2-38)

Mr. Brothers asked for direction from the Board regarding adoption of a uniform dress code for students for the District. Discussion followed regarding allowing students to have cell phones on campus, adoption of a uniform/standardized dress code for students and employees, holes in pants/shorts/jeans for students, allowing students to wear hooded sweatshirts, etc.

Mr. Roush explained that legislature dictates we cannot keep students from possessing cell phones on campus. He also noted that adopting a dress code for employees would be subject to collective bargaining, and it is important to realize that adults/employees have certain privileges over students. Mrs. Fitzpatrick stated that we could address the individual employees that are dressed inappropriately, which are only a handful.

Consensus of the Board was to make sure we have consistency with our students on all of these topics, especially in the middle and high school grades. It was also determined that holes, of any kind, would **not** be allowed in pants/shorts/jeans for students; hooded sweatshirts/shirts would be allowed, but with the stipulation that no hoods could be worn on the head during school hours.

Mr. Roush provided a response to Mr. Taylor's question regarding driving stipulations for 16 and 17 year olds at night. He explained there is a curfew for students, depending on their age and type of driver's license. It is the responsibility of the respective parents to ensure that their child adheres to the law.

A couple of Board members questioned why the "e-cigarette" language was stricken from the handbook. Mr. Brothers responded that we have to put the SESIR definition in the handbook, but a notation could be added to address e-cigarettes.

The workshop recessed at 11:15 a.m. and resumed at 11:24 a.m.

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

Mrs. Fitzpatrick provided updates on the following:

- 2019 Summer School Calendar (*Revisions*)
- 2019 Summer School Positions (*Revisions*)

Mrs. Kelli Williams provided updates on the following:

- NEFEC Master In-Service Plan (*Revisions*) (**pgs. 39-50**)
- Add-On Endorsements (**pgs. 51-107**)

The workshop recessed at 11:41 a.m. and resumed at 1:00 p.m.

Mrs. Fitzpatrick gave a PowerPoint presentation regarding the 5 Essential (5E) Survey results.

Superintendent Update ..... Ted Roush

Mr. Roush provided information on the following:

- Student Ambassador Program – He and Ms. Cason developed the application and have received nominations from Ronnie Gray, and will have nominations from Terry Huddleston within the week. Mr. Roush stated that he would like to make a recommendation of one student from each high school to serve as Student Ambassadors, effective with the 2019-2020 school year. He asked the Board to nominate a committee to interview the students that are nominated, and then select one student from each high school. It was determined that Catherine Cason, Angie Stuckey, Marsha Tedder, and either Stephenie Busch or Dee Dee McManaway would make up the committee.
- Suwannee Opportunity School – Everything on schedule to begin with the 2019-2020 school year. Consensus of the Board was to keep the name as Suwannee Opportunity School. Mrs. Fitzpatrick has submitted the application to the state.
- Distributed a copy of a letter received from a community member regarding her thanks and appreciation of the SHS NJROTC students who presented the flags at a recent function at the Advent Christian Village.

- Continuing to work on the budget for the upcoming school year. Distributed and reviewed a handout titled “Snap-Shot 2019-2020” regarding a side by side budget comparison for 2018-2019 and 2019-2020. Mrs. Fitzpatrick asked everyone to keep in mind that class size reduction is by a district-wide average—not by individual class size; we are still following the state guidelines with regards to this subject.
- Distributed and reviewed a handout regarding SCSB 2019-2020 Plan Year Florida Blue Medical Coverage by Plan/Tier (Health Insurance) (breakdown of employee subscribers by healthcare plan). A meeting is being scheduled with the Fringe Benefits Committee for next week to discuss in further detail. Also, distributed and reviewed a spreadsheet comparison of healthcare costs from various surrounding school districts. Mr. Roush stated that we need to brainstorm options to come up with alternative healthcare coverage (i.e. plan design, etc.)...we have got to fix this for our employees.

The workshop adjourned at 2:45 p.m.

SUWANNEE COUNTY SCHOOL BOARD  
SPECIAL MEETING  
May 14, 2019

MINUTES

The Suwannee County School Board met in Special Session on this date in the School Board Meeting Room, 1729 Walker Avenue, SW, Suite 300, Live Oak, Florida. School Board members present were Chairman Ed daSilva, Tim Alcorn, Catherine Cason, Jerry Taylor, and Ronald White, along with Superintendent Ted Roush and Administrative Secretary Karen Lager. Kayla Rady, with Rumberger, Kirk & Caldwell, sat in for School Board Attorney Leonard Dietzen, who was absent. Chief Financial Officer Vickie DePratter was absent.

Chairman daSilva called the meeting to order at 2:46 p.m.

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

**Assistant Superintendent of Instruction – Janene Fitzpatrick:**

1. MOTION by Mr. Alcorn, second by Mr. White, for approval of the following curriculum item for the 2018-2019 school year:

a. Revisions/Additions to the 2019 Summer School Schedule

1) 21<sup>st</sup> CCLC Summer School Program (Revision)

Change start/end dates from 06/10/19 - 07/25/19 to 06/03/19 - 07/18/19 (NOTE: There is no change in the number of days or hours.)

2) Title IV Summer STEM Camp (Addition)

Eligibility: As determined by grant – K12, priority given to 6-8

Schedule: 06/03/19 - 06/27/19, 07/22/19 - 07/25/19 at SHS

8:00 a.m. – 12:00 p.m. Student/Paraprofessional (4 hrs.)

7:30 a.m. – 12:30 p.m. Teachers (5 hrs.)

Funding: Title IV

MOTION CARRIED UNANIMOUSLY

2. MOTION by Mr. Taylor, second by Ms. Cason, for approval of the following personnel item for the 2018-2019 school year:

- a. Addition of the following summer school positions for the 2019 summer school term:

<u>Program</u>	<u>Number of Employees/Position</u>	<u>Funding</u>
Title IV Summer	2 – Teachers SHS	Title IV
STEM Camp	1 – Paraprofessional	

MOTION CARRIED UNANIMOUSLY

The meeting adjourned at 2:50 p.m.

SUWANNEE COUNTY SCHOOL BOARD  
PUBLIC HEARING  
May 28, 2019

MINUTES

The Suwannee County School Board held a Public Hearing on this date in the School Board Meeting Room, 1729 Walker Avenue, SW, Suite 300, Live Oak, Florida. School Board members present were Chairman Ed daSilva, Tim Alcorn, Catherine Cason, and Jerry Taylor, along with Superintendent Ted Roush, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. School Board Member Catherine Cason was absent. Attorney Dave Marsey, with Rumberger, Kirk & Caldwell, sat in for School Board Attorney Leonard Dietzen, who was absent.

School Resource Officer Rachel Rodriguez was also present.

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

**Assistant Superintendent of Administration – Bill Brothers:**

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.)

#4.15 District and State-Wide Assessment Program (*Revised*)

#4.18 Home Education Program (*Revised*)

Chairman daSilva 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

May 28, 2019

MINUTES

The Suwannee County School Board met in Regular Session on this date in the School Board Meeting Room, 1729 Walker Avenue, SW, Suite 300, Live Oak, Florida. School Board members present were Chairman Ed daSilva, Tim Alcorn, Catherine Cason, Jerry Taylor, and Ronald White, along with Superintendent Ted Roush, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. Attorney Dave Marsey, with Rumberger, Kirk & Caldwell, sat in for School Board Attorney Leonard Dietzen, who was absent.

School Resource Officer Rachel Rodriguez was also present.

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

Student remarks and pledge to the flag by Suwannee High School Varsity Cheerleaders student organization.

Special Recognition by the Superintendent:

- Branford Elementary School
  - 2019 Florida Elementary All State Chorus Participants
    - ✓ Ryland Roush
    - ✓ Aubrey Wood

Special Presentation:

- Suwannee Middle School
  - Maddie Carte – FFA Prepared Public Speaking

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

The following individuals addressed the Board:

- Bryan Zecher, with Build My Future – Formally invited high school students to Build My Future event, in October, to be held in Columbia County. He explained that the event will feature hands on participation in the construction trade industry.
- Whitton Musgrove – Spoke regarding the importance of having student lockers at Suwannee Middle School; with book bags being too heavy, not only for students without medical conditions, but especially for those with medical conditions, such as arthritis and scoliosis. Board members stated that the issue would be discussed at a future workshop.

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

MOTION by Mr. Taylor, second by Ms. Cason, 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. 13-50)

- |                |                                      |
|----------------|--------------------------------------|
| April 9, 2019  | - Workshop Session                   |
|                | - Special Meeting                    |
| April 23, 2019 | - Expulsion Issues Hearing (Private) |
|                | - Public Hearing                     |
|                | - Regular Meeting                    |

### 2. Approval of the monthly financial statement for April 2019.

3. The following bills for the period April 1-30, 2019:

**General Checking Account**

General Fund 1000	\$ 599,489.70
LCIF Fund 3200	76,893.16
Special Act Revenue Bond Fund 3210	60,901.99
Capital Projects - PECO Fund 3300	558.59
Food Service Fund 4100	107,878.69
Federal Fund 4200	<u>63,410.19</u>
	\$ 909,132.32

**Payroll Checking Account**

General Fund 1000	\$ 3,045,289.92
Food Service Fund 4100	134,644.08
Federal Fund 4200	<u>371,387.12</u>
	\$ 3,551,321.12

**Total** \$ 4,460,453.44

4. Approval of the following budget amendments for fiscal year 2018-2019:

<u>General</u>	<u>LCIF</u>	<u>Special Revenues</u>
I-10	III-10	IV-9 Food Service
		IV-10 Federal

5. Approval of the following contracts/agreements for the 2018-2019 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2019-96 Career Pathways Articulation Agreement between North Florida Community College and District School Board of Suwannee County for Allied Health Assisting/Program of Study: Medical Assisting; Early Childhood Education/Program of Study: Early Childhood; and Surgical Technology/Program of Study: Medical Assisting (*Renewal/Revised*) (pgs. 51-69)

- #2019-97 Career Pathways Articulation Agreement between District School Board of Madison County and Suwannee County School Board, through RIVEROAK Technical College, for Allied Health Assisting/Program of Study: Patient Care Technician and Practical Nursing; Culinary Arts/Program of Study: Commercial Professional Culinary Arts and Hospitality; Early Childhood Education/Program of Study: Early Childhood Education; Digital Information Technology/Program of Study: Medical Administrative Specialist; and Web Development/Program of Study: Medical Administrative Specialist (*Renewal/Revised*) (pgs. 70-90)
- #2019-98 Career and Technical Education, Career Pathways Articulation Agreement between Tallahassee Community College and Suwannee County School Board (for secondary school instruction) Administrative Office Specialist; Allied Health; Digital Design; Nursing Assistant, Acute and Long Term Care; and Engineering Technology/Computer Integrated Manufacturing (*Renewal*) (pgs. 91-98)
- #2019-99 Career and Technical Education, Career Pathways Articulation Agreement between Tallahassee Community College and Suwannee County School Board, through RIVEROAK Technical College, Digital Design; Administrative Office Specialist; and Medical Administrative Specialist (*Renewal*) (pgs. 99-104)
- #2019-100 Career Pathways Articulation Agreement between District School Board of Lafayette County and Suwannee County School Board, through RIVEROAK Technical College, for Nursing Assisting/Program of Study: Patient Care Technician and Practical Nursing; Digital Design/Program of Study: Digital Design and Medical Administrative Specialist; Digital Information Technology/Program of Study: Digital Design and Medical Administrative Specialist; and Culinary Arts/Program of Study: Commercial Foods and Culinary Arts (*Renewal*) (pgs. 105-111)

6. Approval of the following contracts/agreements for the 2019-2020 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

- #2020-03 Clinical Education Agreement between the Suwannee County School Board Medical Secretary Program and ACV Health Services, LLC, Dowling Park, Florida (*Renewal*)  
**(pgs. 112-117)**
- #2020-04 Clinical Education Agreement between the Suwannee County School Board Medical Secretary Program and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center (*Renewal*)  
**(pgs. 118-128)**
- #2020-05 Clinical Education Agreement between the Suwannee County School Board Medical Secretary Program and Dr. Anjana Rana, MD, and Dr. Brij Rana, MD, Jasper, Florida (*Renewal*)  
**(pgs. 129-134)**
- #2020-06 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Smith & Sorenson, LLC d/b/a Rising Oaks Assisted Living, Live Oak, Florida (*Renewal/Revised*)  
**(pgs. 135-152)**
- #2020-07 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and ACV Health Services, LLC, Dowling Park, Florida (*Renewal*) **(pgs. 153-158)**
- #2020-10 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Lafayette Nursing and Rehabilitation, Mayo, Florida (*Renewal*) **(pgs. 159-164)**
- #2020-11 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Lake City Surgery Center, LLC, Lake City, Florida (*Renewal*) **(pgs. 165-170)**
- #2020-12 Clinical Education Agreement between the Suwannee County School Board Practical Patient Care Technician and Practical Nurse Education Programs and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center (*Renewal/Revised*)  
**(pgs. 171-193)**

- #2020-13 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Dr. Anjana Rana, MD, and Dr. Brij Rana, MD, Jasper, Florida (*Renewal*) (pgs. 194-199)
- #2020-14 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Dr. Bienvenido Samera, MD PA, Branford, Florida (*Renewal/Revised*) (pgs. 200-213)
- #2020-15 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Emory Medical Corporation d/b/a Women's Center of Florida (*Renewal*) (pgs. 214-219)
- #2020-16 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Andres R. Villar, MD PA d/b/a Children's Medical Center, Branford, Lake City, and Live Oak, Florida (*Renewal*) (pgs. 220-225)
- #2020-17 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Hamilton Health Enterprises, Inc. d/b/a Suwannee Valley Nursing Center, Jasper, Florida (*Renewal*) (pgs. 226-231)
- #2020-18 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Consulate Healthcare Baya Pointe Health and Rehabilitation Center, Lake City, Florida (*Renewal/Revised*) (pgs. 232-247)
- #2020-19 Clinical Education Agreement between Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Madison Health & Rehabilitation Center, Madison, Florida (*Renewal/Revised*) (pgs. 248-263)
- #2020-20 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Advent Christian Village, Inc. (*Renewal*) (pgs. 264-269)
- #2020-21 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Baya Pharmacy, Baya Drive, Lake City, Florida (*Renewal*) (pgs. 270-275)

- #2020-22 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Baya Pharmacy, U.S. 90, Lake City, Florida (*Renewal*) **(pgs. 276-281)**
- #2020-23 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Cheek & Scott Drugs, Inc., Live Oak, Lake City, and Jasper, Florida (*Renewal*) **(pgs. 282-287)**
- #2020-24 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Genoa, a QoL Healthcare Company, LLC, Lake City and Gainesville, Florida (*Renewal*) **(pgs. 288-293)**
- #2020-25 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center (*Renewal*) **(pgs. 294-308)**
- #2020-26 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and North Florida Pharmacy of Branford, Inc. (*Renewal*) **(pgs. 309-314)**
- #2020-27 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and North Florida Pharmacy, Inc., SW Main Boulevard, Lake City, Florida (*Renewal*) **(pgs. 315-320)**
- #2020-28 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and North Florida Pharmacy #2 (West), Lake City, Florida (*Renewal*) **(pgs. 321-326)**
- #2020-29 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and North Florida Pharmacy of Mayo, Inc. (*Renewal*) **(pgs. 327-332)**
- #2020-30 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Walgreen Company, Lake City, Florida (*Renewal*) **(pgs. 333-338)**
- #2020-31 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Walgreen Company, Live Oak, Florida (*Renewal*) **(pgs. 339-344)**

- #2020-32 Clinical Education Agreement between the Suwannee County School Board Surgical Technology Program and Doctor's Memorial Hospital Inc., Perry, Florida (*Renewal*)  
**(pgs. 345-350)**
  - #2020-33 Clinical Education Agreement between the Suwannee County School Board Surgical Technology Program and Lake City Surgery Center, LLC, Lake City, Florida (*Renewal*)  
**(pgs. 351-356)**
  - #2020-34 Clinical Education Agreement between the Suwannee County School Board Surgical Technology Program and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center (*Renewal*) **(pgs. 357-366)**
  - #2020-35 Clinical Education Agreement between the Suwannee County School Board Phlebotomy Program and Madison County Memorial Hospital (*Renewal*) **(pgs. 367-372)**
  - #2020-36 Agreement between the Suwannee County School Board Commercial Foods and Culinary Arts, and Dietetic Management and Supervision Programs; and Solaris HealthCare Lake City, Lake City, Florida (*Renewal*)  
**(pgs. 373-378)**
  - #2020-37 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida and Miles Consulting LLC (*Renewal*)  
**(pgs. 379-390)**
  - #2020-38 Clinical Education Agreement between the State of Florida, Department of Health, Suwannee County Health Department and Suwannee County School Board for RIVEROAK Technical College Health Care Profession Programs  
(*Renewal*) **(pgs. 391-396)**
7. Approval for RIVEROAK Technical College SkillsUSA student team members to attend the SkillsUSA National Competition in Louisville, Kentucky, on June 21-30, 2019. (*Funded through Perkins Grant and funds raised by the SkillsUSA Team.*)



8. The following for informational purposes regarding out-of-state travel for the employees listed below:

<u>Name</u>	<u>Site</u>	<u>Date</u>	<u>Reason</u>	<u>Destination</u>
Derwin Bass	RTC	06/21-30/2019	SkillsUSA National Competition	Louisville, KY

*(Funded by Perkins Grant and funds raised by the SkillsUSA Team.)*

9. Approval of the following student transfer for the 2018-2019 school year.  
Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Lillian	Driver	Suwannee	Columbia	3

10. Approval of the following student transfer for the 2019-2020 school year.  
Parents will provide transportation.

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Christina	Sarisky	SHS	BHS	9

11. Approval for Expulsion Issues Case #6140003513 (SMS) be placed in Suwannee Opportunity School (in lieu of expulsion), as per agreement with parent.

## 12. Human Resources Transactions (pgs. 397-405)

### **RECOMMENDATIONS FOR THE 2018-2019 SCHOOL YEAR:**

#### **RETIREMENT: INSTRUCTIONAL:**

##### Suwannee Middle School:

Mirian Venero, Teacher, effective June 3, 2019

#### **RESIGNATIONS: INSTRUCTIONAL:**

*(Revised from April 23, 2019)*

##### Branford High School:

Danelle Bradow, Teacher, effective July 31, 2019

##### Student Services:

Brittany Busby, Speech-Language Pathologist, effective June 3, 2019

##### Suwannee Elementary School:

Ashley Threm, Teacher, June 3, 2019

##### Suwannee High School:

Roger Sumner, Teacher, June 3, 2019

##### Suwannee Middle School:

Alexi Wilson, Teacher, June 3, 2019

#### **RETIREMENT: NON-INSTRUCTIONAL/SCHOOL RELATED:**

##### Suwannee Elementary School:

Nellie L. Pate, Paraprofessional, effective March 1, 2019

#### **RESIGNATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:**

##### Transportation:

Joel Hallman, Mechanic, effective May 30, 2019

Devon Kearney, Bus Attendant, effective May 1, 2019

#### **RECOMMENDATION: INSTRUCTIONAL:**

##### RIVEROAK Technical College:

Suzanne Wilson, Patient Care Technician Instructor, non-certificated, effective May 13, 2019

REPLACES: M'Alice Julius

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

**Suwannee Elementary School:**

Danielle Gay, Teacher, September 6, 2017 through September 7, 2017, October 11, 2017, March 2, 2018, March 26, 2018, and March 7, 2019, for a total of 39.25 hours.

**Suwannee High School:**

Kimberly Boatright, Teacher, May 9, 2019 through May 10, 2019, for a total of 14.50 hours.

**Suwannee Middle School:**

Rebecca Monroe, Teacher, March 18, 2019, for a total of 3.50 hours.

**RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:**

**Suwannee Middle School:**

Melissa Carter, Custodian, effective April 29, 2019

REPLACES: Chanda Johnson

**Transportation:**

Amanda Register, Bus Driver, effective April 22, 2019

REPLACES: Devon Kearney

Vadarian Robinson, Bus Driver, effective May 7, 2019

REPLACES: Samantha Kaczmarek

**SUPPLEMENTARY:**

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>REPLACES</u>
Joshua McInnis	Head JV Baseball Coach	BHS	Fred O'Quinn

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

**RIVEROAK Technical College:**

Robert George, Custodian, April 23, 2019, for a total of 4.50 hours.

**Suwannee High School:**

Brandy Allen, Paraprofessional, May 8, 2019 through May 9, 2019, for a total of 14.50 hours.

**Suwannee Middle School:**

Theresa Owens, Paraprofessional, January 18, 2019, for a total of 7.25 hours.

**LEAVE OF ABSENCE (MATERNITY LEAVE):**

**Branford High School:**

Erica Daies, Custodian, tentatively March 15, 2019 through June 10, 2019, without pay, with the option of returning sooner if released by the doctor.

**LEAVE OF ABSENCE (FAMILY AND MEDICAL LEAVE):**

**Facilities:**

Levi McCall, Groundskeeper, tentatively April 29, 2019, through May 20, 2019, without pay, with the option of returning sooner if released by the doctor.

**Suwannee Intermediate School:**

Timothy Rickett, Custodian, tentatively May 2, 2019 through June 17, 2019, without pay, with the option of returning sooner if released by the doctor.

**Transportation:**

Leon Kaczmarek, Bus Driver, tentatively April 29, 2019 through May 29, 2019, without pay, with the option of returning sooner if released by the doctor.

Nisa Smith Carlisle, Bus Driver, tentatively March 26, 2019; March 28, 2019, through March 29, 2019; April 3, 2019; April 10, 2019, through April 12, 2019; and April 22, 2019, with option of returning sooner if released by doctor.

**LEAVE OF ABSENCE (MEDICAL LEAVE):**

**Branford Elementary School:**

Deborah Yates, Paraprofessional, tentatively April 24, 2019, through April 29, 2019, without pay, with the option of returning sooner if released by the doctor.

**MISCELLANEOUS:**

Approval for Alan Bonds to work up to 200 additional hours for administrative transition at Suwannee Middle School.

Approval for Leah Harrell to work up to 20 additional hours for assistance in testing administration and processing at Suwannee Intermediate School.

**SUSPENSION:**

**Suwannee High School:**

Yvette Perez, Migrant Paraprofessional, effective April 25, 2019 through April 26, 2019, with pay, April 29, 2019 through April 30, 2019, without pay.

**STUDENT WORKER:**

RIVEROAK Technical College:

Josefina Macario Garcia, Early Childhood Education/My Play School

**SUBSTITUTES:**

The following to serve as a Substitute Bus Driver:  
Haddie Mann

The following to serve as Substitute Bus Attendant:  
Kimberly Harnage

**SUMMER TERM 2018-2019:**

**RECOMMENDATIONS: INSTRUCTIONAL:**

Branford Elementary School:

Amy Allen, Teacher, ESE/ESY

Daniel Taylor, Teacher, ESE/ESY, alternate

Suwannee Elementary School:

Jennifer Hitt, Teacher, Summer Reading Camp

Angela Hester, Teacher, Summer Reading Camp

Melissa McKire, Teacher, Summer Reading Camp

Danielle Ovando, Teacher, Summer Reading Camp

Ona Robertson, Teacher, Summer Reading Camp, alternate

Suwannee High School:

Frank Allen, Teacher, Credit Recovery

Kary Black, Teacher, Credit Recovery

Isaac Chandler, Teacher, Credit Recovery

Perry Davis, Teacher, Driver Education

Glen Green, Teacher, Driver Education

Traci Green, Teacher, Credit Recovery

Suwannee Intermediate School:

Hannah Johnson, Teacher, ESE/ESY

Rebecca Monroe, Teacher, ESE/ESY, alternate

Danielle Ovando, Teacher, ESE/ESY, alternate

**RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:**

Branford Elementary School:

Brenda Raulerson, Paraprofessional, ESE/ESY

The following Summer Day Laborers:

Facilities Department:

Christopher Boots	Wade Hopper	Austin Murray
Bevan Brock	Joshua Hunt	John Sinclair
Ian Cashmore	Jace Kelly	Logan Sullivan
Spencer Crain	Hunter Merola	Larson Zimmerman

Food Service:

Susana Beltres, Food Service Worker, alternate  
Teresa Brannan, Food Service Worker  
Toni Vargas-Garcia, Food Service Worker  
Katrina Johnson, Food Service Manager  
Wendy Jones, Food Service Worker  
Janice Lee, Food Service Manager  
Amoreena Miller, Food Service Monitor  
Uriel Perez, Food Service Worker, alternate  
Gloria Presley, Food Service Worker  
Debbie Rogers, Food Service Worker

Student Services:

Tresca Anderson, Paraprofessional, Migrant Program, ESE/ESY, alternate  
Laritta Hunter, Paraprofessional, Migrant Program, ESE/ESY, alternate  
Jessica Melgar, Paraprofessional, Migrant Program  
Hanna Moreno, Paraprofessional, Migrant Program  
Amanda Bartley-Ramirez, Migrant Program, ESE/ESY, alternate  
Naela Salazar, Paraprofessional, Migrant Program  
Elizabeth Smith, Paraprofessional, Migrant Program  
Barbara Tucker, Migrant Program, ESE/ESY, alternate

Suwannee High School:

Carla Blalock, Paraprofessional, Credit Recovery  
Stephanie Eady, Paraprofessional, Credit Recovery

Suwannee Primary School:

Nahjawan Dukes, Paraprofessional, ESE/ESY  
Mike Herring, Paraprofessional, ESE/ESY  
Michele Howard, School Nurse, ESE/ESY  
Catherine Melton, Paraprofessional, ESE/ESY  
Patricia Nixon, School Nurse, ESE/ESY

Transportation:

Tyrone Ansley, Summer Day Laborer  
Sharon Bass, Summer ESE/ESY Bus Driver  
Dorie Bingemann, Summer ESE/ESY Bus Driver

Christopher Dean, Summer Day Laborer  
Debbie Hill, Summer ESE/ESY Bus Attendant  
Inez Williams, Summer ESE/ESY Bus Attendant

**MISCELLANEOUS:**

**District Wide/21<sup>st</sup> Century:**

The following to work as teachers or paraprofessionals in the 21<sup>st</sup> Century Program District wide summer program:

Jennifer Bonds	Jenny Clark	Robyne Edwards	Rhonda Furry
Crystal Gill	Staci Greaves	Julie Griswold	Tina Hayes
Angie Hester	Rhoshonda Herring	Jennifer Hitt	Victoria Jensen
Traci Kirby	Amanda Kiser	Julie Klecka	June Lane
Heather Marshall	Janice McCall	Jennifer McMillan	Janell Miracle
Denah Phillips	Mandy Ramsey	Susan Ratliff	Tralene Sasso
Carla Suggs	Tanya Crain	Teresa Conger	Lesley Fry

**End of Summer Term List  
2018-2019  
School Year**

**VOLUNTEERS:**

Tony Abbott	Myra Jones	Traci Osborn
Gloria Arroyo	Dan Lack	Wesley Osgood
Marla Clark	Margaret Lewis	Kenneth Parsons
Christina Crace	Shawn Lewis	Kaily Phillips
Carl Craig	Idalberto Lopez	Julissa Ramos
Ethan Creech	Yordalis Lopez	Patricia Sapp
Christy Curtis	Natalie Manna	Leslie Smith
Justin Dasher	Yolanda Mayorga Diaz	Branden Smith
Kylie Dasher	Felicia Meadows	Maria Smith
Tiffany Dear	Shelda Moulton	Jorge Torres
Roxanne Duffy	Jennifer Neely	Nadia Torres
Christopher Durden	Michael Nettles	Nyomi Torres
Amanda Egan	Katelynn Neveils	Ashley Waters
Billie Freeman, Jr.	Robert Nicholson, Jr.	Linda White
Jessica Hosford	James Noe	
Claire Jolicoeur	Tasha Noe	

**End of List  
2018-2019  
School Year**

**RECOMMENDATIONS FOR THE 2019-2020 SCHOOL YEAR:**

**RECOMMENDATION: ADMINISTRATIVE:**

Suwannee Middle School:

Thomas Abercrombie, Assistant Principal, effective July 1, 2019

REPLACES: Laura Williams

**RECOMMENDATION: NON-INSTRUCTIONAL/SCHOOL RELATED:**

Suwannee Middle School:

Linda Strait, School Secretary, effective July 1, 2019

REPLACES: Evelyn Aue

**LEAVE OF ABSENCE (MATERNITY LEAVE):**

Branford High School:

Laura Merritt, Teacher, tentatively August 5, 2019 through June 1, 2020, with the option of returning sooner.

**LEAVE OF ABSENCE (FAMILY AND MEDICAL LEAVE):**

Transportation:

Leon Kaczmarek, Bus Driver, tentatively August 12, 2019 through October 7, 2019, without pay, with the option of returning sooner if released by the doctor.

**SUPPLEMENTARY:**

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>REPLACES</u>
Malcolm Pollock	Varsity Boys' Basketball Coach	SHS	Jeremy Ulmer

**CONTRACT RECOMMENDATIONS:**

<u>ANNUAL INSTRUCTIONAL CONTRACTS:</u>	<u>TERM</u>
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Suwannee Elementary School:

Jennifer Hitt	10
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Suwannee High School:

Elisa Hall	10
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Jenny Lang	10
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Suwannee Intermediate School:

Keith Cherry	10
Michelle Jessup	10
Deadre Jolicoeur	10

Suwannee Middle School:

Kim Cohen	11
Samantha Land	10
Patrice Parker	10
Susan Ratliff	10

Suwannee Primary School:

Jessica Anderson	10
Jenny McCook	10

**Professional Service Contract (Renewal):**

Branford Elementary School:

Kimberly Procko	10
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RIVEROAK Technical College:

Theresa Gill	10
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**End of List  
2019-2020  
School Year**

## REGULAR AGENDA

### Assistant Superintendent of Administration – Bill Brothers:

1. MOTION by Mr. Alcorn, second by Mr. White, 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.)

#4.15 District and State-Wide Assessment Program (*Revised*)

#4.18 Home Education Program (*Revised*)

MOTION CARRIED UNANIMOUSLY

2. Discussion and action regarding the selection of one School Board member to serve as a Legislative Liaison and one School Board member to serve as an Alternate Legislative Liaison on the FSBA Legislative Committee for the period July 1, 2019, through June 30, 2020.

MOTION by Mr. Taylor, second by Mr. White, for Tim Alcorn to continue serving as the Legislative Liaison, and for Ms. Cason to continue serving as the Alternate Legislative Liaison on the FSBA Legislative Committee for the period July 1, 2019, through June 30, 2020.

MOTION CARRIED UNANIMOUSLY

3. Discussion and possible action regarding the 2019-2020 Suwannee County School District Student Conduct and Discipline Code for all elementary and secondary schools. **(pgs. 406-442)**

Mr. Taylor had questions on the following:

- Page 415 – The title of Director of Human Resources for Malcolm Hines. Mr. Brothers responded that it should state Equity Coordinator; correction will be made.
- Page 422, under Cell Phones that “no student may have in his or her possession...or transmit data during any standardized testing...” Mrs. Fitzpatrick responded that, during assessment testing, cell phones are

removed from each student and placed in their respective book bag, and then the book bags are lined up along the wall...they are not with the students.

- Wanted to make sure the vaping issue was addressed. Mr. Brothers responded that a notation was added regarding the topic, due to the fact that the SESIR definition could not be changed.

Mr. White asked for clarification on Page 422, under Dress Code, Item #1, regarding footwear. Mr. Brothers responded that footwear must be worn at all times as stated in that section.

MOTION by Mr. Taylor, second by Mr. White, for approval of the 2019-2020 Suwannee County School District Student Conduct and Discipline Code for all elementary and secondary schools, along with the change noted on Page 415 to change the title from Director of Human Resources to Equity Coordinator.

MOTION CARRIED UNANIMOUSLY

**Assistant Superintendent of Instruction – Janene Fitzpatrick:**

4. MOTION by Ms. Cason, second by Mr. Alcorn, for approval of the additions and revisions to the 2018-2019 Master In-Service Plan developed by North East Florida Educational Consortium (NEFEC). (A copy of the plan is available for review in the office of the Assistant Superintendent of Instruction.) MOTION CARRIED UNANIMOUSLY
5. MOTION by Mr. White, second by Ms. Cason, for approval of the following items:
  - a. NEFEC Athletic Coaching Add-On Endorsement Program for 2019-2025 (A copy is available for review in the office of the Assistant Superintendent of Instruction.)
  - b. NEFEC Pre-Kindergarten Disabilities Add-On Endorsement Program for 2019-2025 (A copy is available for review in the office of the Assistant Superintendent of Instruction.)

MOTION CARRIED UNANIMOUSLY

**Director of Career, Technical, and Adult Education – Mary Keen:**

6. MOTION by Mr. Taylor, second by Ms. Cason, for approval of the following contracts/agreements for the 2019-2020 school year: (NEW) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

- #2020-09      Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and North Central Florida Hospice, Inc. d/b/a Haven Hospice (*New*) (pgs. 443-448)
- #2020-39      Clinical Education Healthcare Support Staff Externship Training Agreement between the Suwannee County School Board Pharmacy Technology Program and CVS Health, Inc., Lake City and Live Oak, Florida (*New*) (pgs. 449-456)

MOTION CARRIED UNANIMOUSLY

**Director of Facilities – Mark Carver:**

7. The Superintendent recommends approval of the following:

MOTION by Mr. Taylor, second by Mr. White, for approval to award the following Bid #19-206:

- #19-206      Branford Elementary School HVAC Modifications to Gray Construction Services, Inc. (*New*)

MOTION CARRIED UNANIMOUSLY

MOTION by Mr. Alcorn, second by Mr. White, for approval to award the following Bid #20-201:

#20-201           Custodial Supplies to Ashford Services and Home Depot; he asked both companies to provide a more detailed list and pricing; wants to compare the quality of each item; and then comprise a recommended purchasing list for each school; will possibly give schools a choice when ordering custodial supplies, as well as cost savings (*New*)

MOTION CARRIED UNANIMOUSLY

**Director of Human Resources – Walter Boatright:**

8. MOTION by Mr. Taylor, second by Mr. Alcorn, for approval of the 2019-2020 Minority Teacher Recruitment Plan. (**pgs. 457-459**)

MOTION CARRIED UNANIMOUSLY

**Action on the Agenda Addendum – Walter Boatright**

- #1. MOTION by Mr. Alcorn, second by Ms. Cason, for approval of the Human Resources Transactions Addendum (**pg. A2-A3**)

**RECOMMENDATIONS FOR THE 2019-2020 SCHOOL YEAR:**

**CONTRACT RECOMMENDATIONS:**

**ADMINISTRATIVE CONTRACT:**

*(Revised from April 23, 2019 Human Resource Transactions)*  
Rescind the 2019-2020 administrative contract for James Fike.

**ANNUAL INSTRUCTIONAL CONTRACTS:**

<u>Branford High School:</u>	<u>TERM</u>	
Eleanor Coker		10
<u>Suwannee High School:</u>		
Debra Kleinsmith		12

<u>Suwannee Intermediate School:</u>	
Summer Bell	10
Kathryn Terry	10
 <u>Suwannee Middle School:</u>	
Robert Phillips	10

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

**End of Agenda Addendum**

**School Board Attorney – Leonard Dietzen:**

9. Legal Counsel’s Report – No legal matters to report

**Superintendent of Schools – Ted Roush:**

10. Superintendent’s Report

Mr. Roush shared the following:

- Executive Session will need to be held immediately following tonight’s Board meeting.
- Successfully completed end of year activities, along with three graduations.
- Student Ambassador Program Committee will be convening to look at applications from Branford High and Suwannee High Schools; the program will be effective with the 2019-2020 school year.
- Beginning to receive FSA scores from DOE; Branford Elementary School had a 13 point increase in reading scores. Once all the data is received, Mrs. Fitzpatrick will develop a summary of the data to be shared at a future workshop.
- Karen Lager is continuing to work with Hamilton County School Board on possible dates for our Master Board Training.
- Karen Lager will be getting with each Board member to gather sizes for a SCSD polo-style shirt. Mr. Roush asked that the months of June, July, and August be designated as casual wear for all Board meetings.
- Sad to hear of the passing of Don Boyette this morning; his contributions to our District were invaluable.

### **Miscellaneous**

Mr. White asked for student attendance data for the last two days of school for this year. Mr. Roush responded that he would provide the information to the Board.

### **School Board Members:**

#### 11. Issues and concerns Board members may wish to discuss

- Mr. White commented on the following:
  - Stated that he agreed with Mr. Roush to designate the months of June, July, and August as casual wear for all Board meetings.
  - Expressed concern regarding the need to improve the tools for the Welding Program in Branford; more tools and supplies are needed for the upcoming school year, as well.
  - Commended Maddie Carte for her public speaking presentation from earlier in the meeting.
- Mr. Taylor commented on the following:
  - Stated that he had a community member asked him to please have the Board consider naming the Suwannee High School Ag Farm after Don Boyette for his many years of service to the Ag Program.
  - Contacted by Bill Graham regarding an award to Bill Gunter that he would like to present at our June Board meeting.
  - Asked Vickie DePratter to share information regarding an email received from Dave Stephens, with FSBIT, where they have been able to offset our premium for the upcoming year.
  - Attended a meeting at Suwannee Intermediate School, with the Sheriffs Office, regarding vaping. He asked if those folks could present at a future workshop on that subject.
  - Feels it is time for our District to consider reconfiguration of our Live Oak elementary schools; stated it is hurting our students to have to change schools every two years.
- Ms. Cason commended those students that addressed the book bag/locker issue at Suwannee Middle School; also very proud of Maddie Carte's public speaking presentation.

- Mr. Alcorn commented on the following:
  - Family Empowerment Scholarship costs to the District; Mrs. Fitzpatrick commented that we are waiting on additional technical assistance regarding the subject.
  - Requested an update on the Water Walker Investments presentation held at a previous workshop; Mrs. DePratter responded that the topic would be up for Board approval on the June 17, 2019, Special Meeting.
  - Asked Mrs. Fitzpatrick to re-address the 2020-2021 school calendar regarding graduation being held on Memorial Day weekend.
  - Requested an update on the health insurance renewal; Mr. Roush stated that he would provide an update.
  - Commended Maddie Carte's public speaking presentation from earlier tonight.

### **Miscellaneous**

- Mr. Roush provided information regarding the results from the Fringe Benefits Committee Meeting pertaining to our health insurance renewal. They unanimously agreed for an independent review by a third party of our health insurance plans; a recommendation will be forthcoming. They also unanimously agreed to develop two options for employees, where Tyson Johnson's office will run half of the existing population into a basic plan and half into a buy-up plan. Will continue to examine telehealth options, which is a 24/7 access to a doctor via smart phone or computer. They also discussed asking NEFEC to put together a consortium of districts to pool a major medical plan.
- Mr. Roush expressed kudos to the Suwannee High School Baseball Team for advancing to the state championships.
- Mr. daSilva requested to workshop the issue of the Suwannee Middle School book bags/lockers.

The meeting adjourned at 7:53 p.m.



## 2018-19 JUNE SURPLUS ITEMS

PROPERTY RECORD #	ITEM DESCRIPTION	ORIGINAL PURCHASE PRICE	ORIGINAL PURCHASE DATE	COST CENTER	REQUESTED DISPOSITION
99003426	CARPET EXTRACTOR	\$ 1,995.00	8/26/1991	SES	SURPLUS
99006094	IMAC/MACBOOK	\$ 1,132.19	5/30/2008	TECHNOLOGY	SURPLUS
99006098	IMAC/MACBOOK	\$ 1,132.19	5/30/2008	TECHNOLOGY	SURPLUS
99006156	IMAC/MACBOOK	\$ 1,132.19	5/30/2008	TECHNOLOGY	SURPLUS
99006365	IMAC/MACBOOK	\$ 1,087.96	5/14/2008	TECHNOLOGY	SURPLUS
99006377	IMAC/MACBOOK	\$ 1,087.96	5/14/2008	TECHNOLOGY	SURPLUS
99006430	IMAC/MACBOOK	\$ 1,087.96	5/14/2008	TECHNOLOGY	SURPLUS
99006440	MACBOOK 13"	\$ 1,199.00	5/14/2008	TECHNOLOGY	SURPLUS
99006921	MACBOOK	\$ 932.00	10/30/2009	TECHNOLOGY	SURPLUS
99006930	MACBOOK	\$ 932.00	10/30/2009	TECHNOLOGY	SURPLUS
99007320	COOLER, MILK BOX	\$ 1,625.07	8/2/2010	BES	SURPLUS
99007884	SWITCH 3750G, CISCO	\$ 1,525.00	2/20/2014	TECHNOLOGY	SURPLUS
99008348	HP PROBOOK 650	\$ 785.00	11/18/2016	TECHNOLOGY	SURPLUS
	TOTAL	\$15,653.52			

Requested By:



MARK A CARVER,  
DIRECTOR OF PROPERTY RECORDS

APPROVED BY:

SUPERINTENDENT

6/25/2019

DATE

BOARD CHAIRMAN



## 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, 2019 and shall end on June 30, 2020.

**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, the 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. A quorum must be present to take action. The Committee will

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

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. Superintendent will appoint one representative to serve on the Advisory Committee and that person will serve as the primary MIS contact (POC) between PAEC Student Data Services and the district.
- B. POCs will designate a backup contact.
- C. Provide and report accurate and clean data.
- D. Responsible for attending conference calls and trainings.
- E. Responsible for troubleshooting before reporting and providing clear and concise examples when reporting issues.
- F. Responsible for importing data (i.e. test scores) into system.
- G. 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 3<sup>rd</sup> calculation and Workforce Development Information System (WDIS) as per the 2017-18 year's enrollment @ a rate of \$0.990473035. 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 15<sup>th</sup> of each year
- For DRS schools, provide proof of agreement with their statutorily assigned university affiliate (s. 1003.32, FS) by September 1<sup>st</sup> of each year

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

**C. WITHDRAWAL BY FISCAL AGENT**

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 1<sup>st</sup>).

**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, the sum of \$48,033.76, payable upon execution of this resolution/contract.

**APPROVED:**

**Resolved in a Regular Session of the  
Suwannee District School Board on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2019.**

\_\_\_\_\_  
Dr. Lou Cleveland, Board Chairman  
School Board of Washington County

Date: \_\_\_\_\_

\_\_\_\_\_  
Ed daSilva, 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 Suwannee County

Date: \_\_\_\_\_

\_\_\_\_\_  
John T. Selover, Executive Director  
Panhandle Area Educational Consortium

Date: \_\_\_\_\_

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

BOD approval: April 17, 2019  
WCSB approval: May 13, 2019

Suwannee County Full School Board Cooperative Agreement 2019-2020

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

**THIS AGREEMENT ("Agreement")** is entered into by and between Meridian Behavioral Healthcare, Inc., a Florida Not for Profit Corporation, 1565 SW Williston Road, Gainesville, FL 32608 ("Meridian") and the School Board of Suwannee County, 1729 Walker Avenue SW, Suite 200, Live Oak, FL 32064 ("School Board").

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

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

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

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

**A. Particulars of This Agreement**

1. **Duration:** This Agreement shall commence on July 1, 2019 and shall continue until June-30, 2020.
2. **Renewability:** This Agreement shall not be automatically renewable.
3. **Modification:** This Agreement may be modified only by separate written agreement appended hereto and signed by both parties.
4. **Contract Managers:** Contract Manager for Meridian Behavioral Healthcare, Inc. will be Maggie Labarta, President and CEO or her designee. Contract Manager for the School Board will be Ted Roush, Superintendent or his/her designee.
5. **Notices, Authorizations, Billings and Reports:** All notices, authorizations, bills and reports, or any other documentation required by this Agreement to be provided by one party to the other shall be sent as follows:

Suwannee County Full School Board Cooperative Agreement 2019-2020

The School Board of Suwannee County, Florida  
1729 Walker Avenue SW, Suite 200  
Live Oak, FL 32064  
Attention: Ted Roush, Superintendent  
Also with email copy to: [superintendent@suwannee.k12.fl.us](mailto:superintendent@suwannee.k12.fl.us)

Meridian Behavioral Healthcare, Inc.  
4300 SW 13th Street, Gainesville, FL 32608  
Attention: Margarita Labarta, Ph.D., President/CEO  
[maggie\\_labarta@mbhci.org](mailto:maggie_labarta@mbhci.org)

**B. Responsibilities of the School Board**

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

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

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

Suwannee County Full School Board Cooperative Agreement 2019-2020

- 7) Recent change of program placement indicates the need for transitional support.
- 8) Underage drinking or other substance use
- 9) In-school suspension
- 10) Child indicates he/she perceives that he/she is in an emotional crisis and requests professional services

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

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

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

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

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

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

As part of this Agreement; it is required that Meridian staff providing services on premises have access to the internet for the purposes of connecting to Meridian's

Suwannee County Full School Board Cooperative Agreement 2019-2020

EMR (Electronic Medical Records) to document care and treatment of clients provided at Suwannee County location(s) and to deliver services via synchronous telehealth. Access required will be via secure VPN (Virtual Private Network) and can be delivered either by Ethernet (wired connection) or secure wireless. Any use by Meridian staff of the School Board's internet access will be subject to the School Board's policies and procedures.

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

**C. Responsibilities of Meridian**

1. Staffing: Meridian will provide appropriately qualified staff in sufficient numbers to meet the service demands of this Agreement. Staff will have sufficient education, training and experience to conduct the procedures described in the "Service and Rate Schedule" in Attachment A, which is incorporated herein by reference.
2. Billing: Meridian will submit a monthly invoice to the School Board for therapeutic services provided by Meridian staff to be reimbursed under this contract. Invoices shall include details of the duration, types, and locations of services provided, and where applicable, the name of the student served.
3. Record Keeping: Meridian will keep individualized medical treatment records for all individuals served under this Agreement. Storage and release of treatment records shall comply with applicable State and Federal law. Records are the sole property of Meridian. Meridian will keep all student Educational Records in Meridian's possession confidential and exempt in keeping with the provisions of Section 1002.22, Florida Statutes, Section 90.503, 394.4615 and 456.057 and the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. s. 1232g, and the federal regulations issued pursuant thereto.
4. Communication with School Personnel: Meridian staff, subcontractors, and agents will obtain parent/guardian consent to communicate freely with school personnel about the referred child's progress in treatment. This communication shall be subject to the limits and provisions outlined in the consent. Meridian staff will provide quarterly progress reports on each student served under this Agreement. Meridian staff will also maintain a weekly schedule log of services provided.



Suwannee County Full School Board Cooperative Agreement 2019-2020

Meridian staff will collaborate with school personnel to plan and implement IEPs and behavior plans for students served under this Agreement.

5. Scheduling: Meridian staff will provide services within the constraints of the school day and make every effort to minimize disruption to the learning environment.
6. Additional consultation: Meridian will provide the following consultation services, within available resources:
  - a. Florida licensed clinical social worker, marriage and family therapist, or mental health counselor as a member of Threat Assessment Teams.
  - b. Primary therapist or other clinical staff as part of team meetings with student, parent(s), teachers and other school personnel to develop plans for transition, safety, and follow up services for students returning to school following a Baker or Marchman Act evaluation and/or admission to an inpatient crisis stabilization unit.
  - c. Examination and consultation, in person or via telehealth, to assess need to initiate a Baker or Marchman Act evaluation; licensed staff may also initiate the Baker or Marchman Act.
  - d. Brief consultation and referral to school staff regarding students not qualifying for or receiving services under this agreement.
  - e. Mental Health First Aid training for educational staff.
  - f. Trauma Informed practices training for educational staff.
7. Insurance: Meridian shall be responsible for providing adequate liability and malpractice insurance for the activities described in the Agreement and to that end at all times during the existence of this Agreement Meridian will maintain in force and effect insurance as set forth in Attachment B to the "Cooperative Agreement Between Meridian Behavioral Healthcare, Inc. and The School Board of Suwannee County, Florida" for 2019-2020, which is attached and incorporated into this Agreement by reference and Meridian will provide the School Board with proof of this insurance coverage through a Certificate of Coverage and Meridian agrees to maintain in force and effect, at all times during the existence of this contract, liability/malpractice insurance coverage to cover the contracted services. The Contractor will provide the School Board with evidence of such coverage through a Certificate of Insurance.
8. Level II Background Screening: Prior to any Meridian staff, working with students of the School Board, Meridian's staff must satisfy the following provisions which implement the requirements of Board Policy, Florida Statute Sections 435.04, 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468 are included as terms and conditions of this contract:

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

Fingerprinting and Background Checks:

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

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

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

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

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

**D. The Parties Jointly Agree**

1. Periodic Meetings: Meridian staff and School Board personnel agree to meet periodically to evaluate the demand for services, caseload and billable units to determine appropriate staffing patterns for this Agreement. The Parties also agree to meet, as needed, to develop or refine procedures related to referral and onsite screening processes.
2. Evaluation: Evaluation of the quality of services will be the joint responsibility of both Parties. Meridian will assess quality of services through documentation auditing and peer review procedures, according to Meridian standards. Additionally, Meridian will seek input from School Board staff on a periodic basis, including the completion of annual satisfaction surveys. School Board staff will be responsible for assessing student's academic progress. School Board staff will notify Meridian immediately of any concerns regarding professional conduct or services provided by Meridian.
3. Non-discrimination Policy: The School Board and Meridian agree that students will be counseled without regard to race, color, creed, national origin, age, sex, or economic status. Likewise, Meridian shall not use discriminatory practices in the hiring of staff used to provide services under this Agreement.
4. Independence and Mutual Indemnification: It is understood that employees of Meridian are not agents or employees of the School Board, and employees of the School Board are not agents or employees of Meridian. Neither party to this Agreement assumes any liability for any acts or omissions of the other party or of the agents or employees of the other party. Meridian agrees to indemnify, defend, and hold the School Board, its officers and employees, harmless from any and all liability of the School Board resulting from Meridian's provision of services pursuant to this Agreement.,
5. Effective Date: This Agreement will be effective following July 1, 2019 and upon its execution by both parties and will expire on June 30, 2020. Prior to its expiration, either party may terminate this Agreement with or without cause, upon thirty (30) days' written notice to the other party.
6. Default and Remedy: In the event of the failure of either party to comply with any provision of this Agreement, the non-defaulting party shall notify the defaulting party in writing, stating specifically the provision that gives rise to the default. The defaulting party shall be entitled to a period of fifteen (15) days to cure the

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

default. After such fifteen (15) day period, and the notwithstanding the provisions of paragraph five (5) above, the non-defaulting party may immediately terminate this Agreement by written notice. The failure of either party to exercise this right shall not be construed as a waiver of such right in the event of further default or non-compliance.

**E. Additional Department of Education Compliance Requirements**

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

Suwannee County Full School Board Cooperative Agreement 2019-2020

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

6. Waiver: The waiver by the School Board of any of the terms and conditions of this Agreement shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this /Agreement, and shall not be construed to be a waiver of any provision, except for the particular instance.
7. Debarment or Suspension: Meridian certifies that neither Meridian nor any of its principals or staff are debarred, suspended, or proposed for debarment for federal financial assistance (e.g. General Services Administration's *List of Parties Excluded from Federal Procurement and Non-Procurement Programs* as amended). Meridian or grantee further certifies that potential sub-recipients, subcontractors, or any of their principals are not debarred, suspended or proposed for debarment. Federal Acquisition Regulations clause 52.209-6, Protecting the Government's Interest when Sub-Contracting with Contractors, Debarred, Suspended or Proposed for Debarment, as amended, is incorporated herein by reference and is applicable to Agreements greater than \$30,000.
8. Public Entity Crimes Affidavit: A person or affiliate who has been placed on the convicted Bidder's list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (\$30,000) for a period of 36 months from the date of being placed on the convicted Bidder list.
9. Records Requirement: For Agreements funded by federal funds, subject to Florida Statutes, Section 90.503, 394.4615 and 456.057 Meridian agrees to grant access by the School Board, the Federal grantor agency, the Comptroller General of the United States, the Florida Auditor General or any of their duly authorized representatives to any books, documents, papers, and records of Meridian which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

Suwannee County Full School Board Cooperative Agreement 2019-2020

- a. Meridian agrees to and shall ensure that all required records are retained. This Agreement is also subject to Attachment C, which is attached hereto and incorporated herein by reference, for compliance with Chapter 119, Florida Statutes.

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

"Meridian"

**MERIDIAN BEHAVIORAL HEALTHCARE, INC.**

By: Margarita Labarta 5/31/2019  
Margarita Labarta, Ph.D. Date  
President/CEO

"School Board"

**THE SCHOOL BOARD OF SUWANNEE COUNTY**

By: \_\_\_\_\_  
Ted Roush Date  
Superintendent

\_\_\_\_\_  
Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency

BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

Suwannee County Full School Board Cooperative Agreement 2019-2020

**ATTACHMENT A  
SERVICE AND RATE SCHEDULE**

<b>Service Type:</b>	<b>Screening</b>
Description:	Brief clinical evaluation using evidence-based and developmentally appropriate screening instruments for early identification of individuals at risk for mental health issues, substance abuse, or harm to self or others. Includes recommendations based on screening results, and linkage to more in-depth assessment if indicated.
Rate of Reimbursement:	\$63.25 per screening
<b>Service Type:</b>	<b>Individual Outpatient Services</b>
Description:	Includes assessment, individual therapy, clinical on-site services, family therapy, treatment planning, crisis intervention, evaluation, brief (non-psychiatric) clinic visit, collateral therapy, intensive therapeutic on-site services, individual psycho-educational interventions, provided in person or synchronous telehealth.
Rate of reimbursement:	\$95 per hourly unit; rounded up to the nearest 10-minute increment; Example: 45 minutes is rounded up to 50 minutes= 0.83 units=\$79.16
<b>Service Type:</b>	<b>Group Outpatient Services</b>
Description:	Includes group therapy and group psychoeducational services.
Rate of reimbursement:	\$22.50 per hourly unit; rounded up to the nearest 10-minute increment.
<b>Service Type:</b>	<b>Behavioral On-site Therapeutic Support Services</b>
Description:	Includes One-to-one supervision, intervention and skills training based on client(s) treatment plan.
Rate of reimbursement:	\$38 per hourly unit; rounded up to the nearest 10-minute increment. (H2019HM)
<b>Service Type:</b>	<b>Psychiatric Evaluation</b>
Description:	Comprehensive psychiatric evaluation, provided in person or via synchronous telehealth
Rate of Reimbursement:	\$300 per service event if performed by a psychiatrist; \$225 if performed by an APRN; typically, a one-hour visit.

Suwannee County Full School Board Cooperative Agreement 2019-2020

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



Suwannee County Full School Board Cooperative Agreement 2019-2020

**Service Type: Prevention**

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

**Description:**

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

**Rate of Reimbursement:**

\*\$250 per 2-hour group (up to 15 students)

\*\$350 per 3-hour group (up to 15 students)

\*School rate only.

**Description:**

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

**Rate of Reimbursement:**

\$1125 per 13-week one-hour group

**Description:**

**Girls Circle** is a structured group for girls from 9-18 years, integrating relational theory, resiliency practices, and skills training in a specific format designed to increase positive connection, personal and collective strengths, and competence in girls.

**Rate of Reimbursement:**

\$950 per 8-weeks, 1.5 hour groups

**Description:**

**Life Skills Training** has versions for third through fifth graders (8 class sessions); middle school (15 class sessions) and ninth and tenth grades (10 class sessions). The curriculum focuses on developing skills to manage emotions, improve interpersonal relationships and social skills, and prevention of substance abuse. Sessions are 30-45 minutes.

\$600 for elementary curriculum

\$1025 for middle school

\$850 for high school

Suwannee County Full School Board Cooperative Agreement 2019-2020

**Service Type: Consultation Services**

**Description**

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

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

**Rate of Reimbursement:**

\$100 per hour

**Service Type:**

**Description:**

**Mental Health First Aid Training**

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

**Rate of Reimbursement:**

\$600 per class, maximum 25 persons per class

**Service Type:**

**Description:**

**Mobile Response Team (MRT)**

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

**Rate of Reimbursement:**

No charge for this service.

Suwannee County Full School Board Cooperative Agreement 2019-2020

**ATTACHMENT B**

**INSURANCE REQUIREMENTS UNDER THE "AGREEMENT":**

**GENERAL LIABILITY**

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

**AUTOMOBILE LIABILITY**

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

**WORKERS' COMPENSATION/EMPLOYERS' LIABILITY**

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

**NOTICE OF CANCELLATION**

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

Suwannee County Full School Board Cooperative Agreement 2019-2020

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

**PROFESSIONAL LIABILITY**

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

Suwannee County Full School Board Cooperative Agreement 2019-2020

**ATTACHMENT C**

**MAINTENANCE AND PUBLIC ACCESS TO RECORDS**

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

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

Suwannee County Full School Board Cooperative Agreement 2019-2020

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

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE DIRECTOR OF RISK MANAGEMENT AT 904-966-6800, 501 WEST WASHINGTON STREET, STARKE, FLORIDA 32091.**

Suwannee County Full School Board Cooperative Agreement 2019-2020

## **BUSINESS ASSOCIATE AGREEMENT**

THIS **BUSINESS ASSOCIATE AGREEMENT** (this "Agreement") is entered into, and effective as of July 1, 2019 (the "Effective Date") by and between Meridian Behavioral Healthcare, Inc. ("Meridian" or "Covered Entity") and Suwannee County School Board ("Business Associate"). The parties to this Agreement if not referred to as Covered Entity or Meridian or Business Associate may sometimes collectively be referred to "the Parties." The Parties mutually agree as follows:

### **INTRODUCTION**

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

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

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

2. **Permitted Uses and Disclosures.** Business Associate may use and/or disclose PHI only as permitted or required by this Agreement, or as otherwise required by

Suwannee County Full School Board Cooperative Agreement 2019-2020

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

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

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

5. **Data Breach Notification and Mitigation.** Business Associate agrees to promptly notify Covered Entity of any "Breach" of "Unsecured PHI" as those terms are



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

defined by 45 C.F.R. §164.402 (hereinafter a "Data Breach"). The Parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section, governs the determination of the date of a Data Breach. Business Associate shall, following the discovery of a Data Breach, promptly notify Covered Entity and in no event later than five (5) calendar days after Business Associate discovers such Data Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a Data Breach to Covered Entity, the discovery of a Data Breach shall occur as of the first day on which such Data Breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be considered to have had knowledge of a Data Breach if the Data Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the Data Breach) who is an employee, officer or other agent of Business Associate. No later than five (5) calendar days following a Data Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the Data Breach notification requirements set forth at 45 C.F.R. §164.400 et seq. Specifically, if the following information is known to (or can be reasonably obtained by) Business Associate, Business Associate shall provide Covered Entity with: (i) contact information for Individuals who were or who may have been impacted by the Data Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the Data Breach, including the date of the Data Breach, date of discovery, and number of Individuals affected by the Data Breach; (iii) a description of the types of unsecured PHI involved in the Data Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnosis and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the Data Breach, mitigate harm to the Individual impacted by the Data Breach, and protect against future Data Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions and/or learn additional information concerning the Data Breach. Following a Data Breach, Business Associate shall have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the Data Breach, including but not limited to the information described in the items above.

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

Suwannee County Full School Board Cooperative Agreement 2019-2020

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

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

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

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

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

Suwannee County Full School Board Cooperative Agreement 2019-2020

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

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

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

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

Suwannee County Full School Board Cooperative Agreement 2019-2020

Business Associate to provide HHS and its authorized representatives with such books and records in the event of such waiver.

**11. Term and Termination.**

11.1. Term. This Agreement shall commence on the Effective Date and end with the termination of the Services Agreement unless terminated sooner pursuant to Section 11.2.

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

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

11.4. Effect of Termination. Upon termination of this Agreement, Business Associate shall recover any PHI relating to this Agreement in possession of Business Associate and its subcontractors, agents, or representatives. Business Associate shall return to Covered Entity or destroy all such PHI plus all other PHI relating to this Agreement in its possession, and shall retain no copies. If Business Associate believes that it is not feasible to return or destroy the PHI as described above, Business Associate shall notify Covered Entity in writing. The notification shall include: (i) a written statement that Business Associate has determined that it is infeasible to return or destroy the PHI in its possession, and (ii) the specific reasons for such determination. If the Parties agree that Business Associate cannot feasibly return or destroy the PHI, Business Associate shall ensure that any and all protections, requirements and restrictions contained in this Agreement shall be extended to any PHI retained after the termination of this Agreement, and that any further uses and/or disclosures shall be limited to the purposes that make the return or destruction of the PHI infeasible. If the Parties do not agree that Business Associate cannot feasibly return or destroy the PHI, then Business Associate shall comply with this Paragraph 11.4. If Business Associate refuses to comply with this Paragraph 11.4, then Covered Entity shall treat the refusal as a material breach of

Suwannee County Full School Board Cooperative Agreement 2019-2020

this Agreement. In all events, Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI. It is expressly understood that all limitations, restrictions or prohibitions on the use or disclosure of PHI by Business Associate shall continue to exist and shall survive termination of this Agreement for any reason.

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

If to Meridian Behavioral  
Healthcare, Inc.:

4300 SW 13<sup>th</sup> Street  
Gainesville, FL 32608  
Attn: Margarita Labarta, Ph.D.  
President/CEO

If to Suwannee County  
School Board:

1729 Walker Avenue SW, Suite 200  
Live Oak, FL 32064  
Attn: Ted Roush  
Superintendent

13. **Miscellaneous.**

13.1. **Survival.** The respective rights and obligations of the Parties under Section 10 (Inspection of Books and Records), Section 11.4 (Effect of Termination), and Section 13 (Miscellaneous) shall survive termination of this Agreement indefinitely, and those other provisions of this Agreement that apply to rights or obligation of a Party, which continue or arise upon or after the termination of this Agreement shall survive the termination this Agreement to the extent necessary to enforce such rights and obligations and to otherwise effectuate such provisions. It is expressly understood that all limitations, restrictions or prohibitions on the use or disclosure of PHI by Business Associate shall continue to exist and shall survive termination of this Agreement for any reason.

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

Suwannee County Full School Board Cooperative Agreement 2019-2020

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

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

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

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

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

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

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

13.10. Attorney's Fees and Costs. Should legal action be required to enforce the terms of this Agreement, the prevailing Party will be entitled to receive

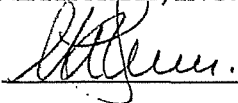
Suwannee County Full School Board Cooperative Agreement 2019-2020

from the other Party all costs incurred in connection with such action, including reasonable attorney, legal assistant, investigator, and other paralegal and clerical fees and costs, including such costs and fees on appeal, if any.

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

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

**MERIDIAN BEHAVIORAL  
HEALTHCARE, INC.:**

By: 

Margarita Labarta, Ph.D.  
Its: President/CEO

**SUWANNEE COUNTY  
SCHOOL BOARD:**

By: \_\_\_\_\_

Ted Roush  
Its: Superintendent

\_\_\_\_\_  
Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency  
BY \_\_\_\_\_

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

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

**THIS AGREEMENT ("Agreement")** is entered into by and between Meridian Behavioral Healthcare, Inc., a Florida Not for Profit Corporation, 4300 SW 13<sup>th</sup> Street, 1565 SW Williston Road, Gainesville, FL PL 32608 ("Meridian") and the School Board of Suwannee County, 1729 Walker Avenue, SW, Suite 200, Live Oak, FL PL 32064 ("School Board").

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

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

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

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

**A. Particulars of This Agreement**

1. Duration: This Agreement shall commence on July 1, 2018- 2019 and shall continue until June 30, 2019/2020.
2. Renewability: This Agreement shall not be automatically renewable.
3. Modification: This Agreement may be modified only by separate ~~wTitten~~ written agreement appended hereto and signed by both parties.
4. Contract Managers: Contract Manager for Meridian Behavioral Healthcare, Inc. will be Carali McLean/Maggie Labarta, Senior Vice-President of Clinical Programs and Business Development and CEO or her designee. Contract Manager for the School Board will be Debra Land, Director of Student Services-Ted Roush, Superintendent or his/her designee.
5. Notices-, Authorizations-, Billings and Reports: All notices, authorizations, bills and reports, or any other documentation required by this Agreement to be provided by one party to the other shall be sent as follows:



The School Board of Suwannee County, Florida

1729 Walker Avenue, SW, Suite 200

Live Oak, FL 32064

Attention: Ted L. Roush, Superintendent of Schools

Also with email copy to: [superintendent@suwannee.k12.fl.us](mailto:superintendent@suwannee.k12.fl.us)

Meridian Behavioral Healthcare, Inc.

4300 SW 13th Street, Gainesville, FL 32608 Attention: Margarita Labarta, Ph.D.,

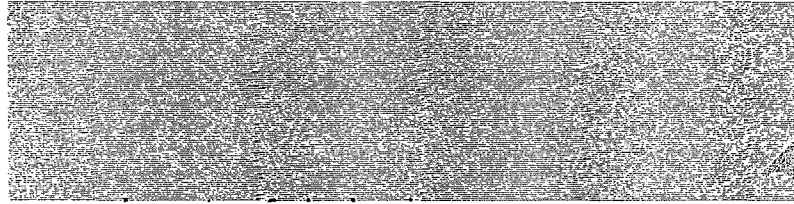
President/CEO [maggie\\_labarta@mbhci.org](mailto:maggie_labarta@mbhci.org)

#### **B. Responsibilities of the School Board**

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

The School Board shall be billed on a monthly basis by the 15<sup>th</sup> of the month following the provision of services. Payment shall be made monthly upon receipt of a billing invoice from Meridian, not to exceed \$9,000 per month for mental health counselors and psychiatric evaluations.

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



- 7) Recent change of program placement indicates the need for transitional support.
- 8) Underage drinking or other substance use
- 9) In-school suspension
- 10) Child indicates he/she perceives that he/she is in an emotional crisis and requests professional services

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

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

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

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

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

5. Office Space and Resources: The School Board agrees to furnish Meridian staff with

appropriate workspace at those sites where services are provided. The space does not need to be continuously available, but does need to be suitable for therapy sessions and available when the therapist is on site.

As part of this Agreement; it is required that Meridian staff providing services on premises have access to the internet for the purposes of connecting to Meridian's

INFO ONLY

EMR (Electronic Medical Records) to document care and treatment of clients provided at Suwannee County location(s) and to deliver services via synchronous telehealth. Access required will be via secure VPN (Virtual Private Network) and can be delivered either by Ethernet (wired connection) or secure wireless. Any use by Meridian staff of the School Board's internet access will be subject to the School Board's policies and procedures.

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

### **C. Responsibilities of Meridian**

1. Staffing: Meridian will provide appropriately qualified staff in sufficient numbers to meet the service demands of this Agreement. Staff will have sufficient education, training and experience to conduct the procedures described in the "Service and Rate Schedule" in Attachment A, which is incorporated herein by reference.
2. Billing: Meridian will submit a monthly invoice to the School Board for therapeutic services provided by Meridian staff to be reimbursed under this contract. Invoices shall include details of the duration, types, and locations of services provided, and ~~w-here~~ where applicable, the name of the student served.
3. Record Keeping: Meridian will keep individualized medical treatment records for all individuals served under this Agreement. Storage and release of treatment records shall comply with applicable State and Federal law. Records are the sole property of Meridian. Meridian will keep all student Educational Records in Meridian's possession confidential and exempt in keeping with the provisions of Section 1002.22, Florida Statutes, Section 90.503, 394.4615 and 456.057 and the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. ~~s.~~ s. 1232g, and the federal regulations issued pursuant thereto.
4. Communication with School Personnel: Meridian staff, subcontractors, and agents will obtain parent/guardian consent to communicate freely with school personnel about the referred child's progress in treatment. This communication shall be subject to the limits and provisions outlined in the consent. Meridian staff will provide quarterly progress reports on each student served under this Agreement. ~~Meridian staff will also maintain~~ a weekly schedule log of services provided.

provided. Meridian staff will collaborate with school personnel to plan and implement ~~IEPs~~ IEPs and behavior plans for students served under this Agreement.

5. Scheduling: Meridian staff will provide services within the constraints of the school day and make every effort to minimize disruption to the learning environment.
6. Additional consultation: Meridian will provide the following consultation services ~~upon request~~, within available resources:
  - a. Florida licensed clinical social worker, marriage and family therapist, or mental health counselor as a member of Threat Assessment Teams.
  - b. Primary therapist or other clinical staff as part of team meetings with student, parent(s), teachers and other school personnel to develop plans for transition, safety, and follow up services for students returning to school following a Baker or Marchman Act evaluation and/or admission to an inpatient crisis stabilization unit.
  - c. Examination and consultation, in person or via telehealth, to assess need to initiate a Baker or Marchman Act evaluation; licensed staff may also initiate the Baker or Marchman Act.
  - d. Brief consultation and referral to school staff regarding students not qualifying for or receiving services under this agreement.
  - e. Mental Health First Aid training for educational staff.
  - f. Trauma Informed practices training for educational staff.
7. Insurance: Meridian shall be responsible for providing adequate liability and malpractice insurance for the activities described in the Agreement and to that end at all times during the existence of this Agreement Meridian will maintain in force and effect insurance as set forth in Attachment B to the "Cooperative Agreement Between Meridian Behavioral Healthcare, Inc. and The School Board of Suwannee County, Florida" for ~~2018-2019~~ 2019-2020, which is attached and incorporated into this Agreement by reference and Meridian will provide the School Board with proof of this insurance coverage through a Certificate of Coverage and Meridian agrees to maintain in force and effect, at all times during the existence of this contract, liability/malpractice insurance coverage to cover the contracted services. The Contractor will provide the School Board with evidence of such coverage through a Certificate of Insurance.
8. Level II Background Screening: Prior to any Meridian staff, working with students of the School Board, Meridian's staff must satisfy the following provisions which implement the requirements of Board Policy, Florida Statute Sections 435.04, 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468 are included as terms and conditions of this contract:

Suwannee County Full School Board Cooperative Agreement 2019-2020 Fingerprinting and Background Checks:

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

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

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

| screening, it will be subject to a search of its name

INFO ONLY

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

**D. The Parties Jointly Agree**

1. Periodic Meetings: Meridian staff and School Board personnel agree to meet periodically to evaluate the demand for ~~sendees~~services, caseload and billable units to determine appropriate staffing patterns for this Agreement. The Parties also agree to meet, as needed, to develop or refine procedures related to referral and onsite screening processes.
2. Evaluation: Evaluation of the quality of ~~sen-ices~~services will be the joint responsibility of both Parties. Meridian will assess quality of services through documentation auditing and peer review procedures, according to Meridian standards. Additionally, Meridian will seek input from School Board staff on a periodic basis, including the completion of annual satisfaction surveys. School Board staff will be responsible for assessing student's academic progress. School Board staff will notify Meridian immediately of any concerns regarding professional conduct or services provided by Meridian.
3. Non-discrimination Policy: The School Board and Meridian agree that students will be counseled without regard to race, color, creed, national origin, age, sex, or economic status. Likewise, Meridian shall not use discriminatory practices in the hiring of staff used to provide services under this Agreement.
4. Independence and Mutual Indemnification: It is understood that employees of Meridian are not agents or employees of the School Board, and employees of the School Board are not agents or employees of Meridian. Neither party to this Agreement assumes any liability for any acts or omissions of the other party or of the agents or employees of the other party. Meridian agrees to indemnify, defend, and hold the School Board, its officers and employees, harmless from any and all liability of the School Board resulting from Meridian's provision of services pursuant to this Agreement.
5. Effective Date: This Agreement will be effective following July 1, ~~2018-2019~~ and upon its execution by both parties and will expire on June 30, ~~2019~~2020. Prior to its expiration, either party may terminate this Agreement with or without cause, upon thirty (30) days' written notice to the other party.
6. Default and Remedy: In the event of the failure of either party to comply with any provision of this Agreement, the non-defaulting party shall notify the defaulting party in writing, stating specifically the provision that gives rise to the default. The defaulting party shall be entitled to a period of fifteen (15) days to cure the



6.default. After such fifteen (15) day period, and the notwithstanding the provisions of paragraph five (5) above, the non-defaulting party may immediately terminate this Agreement by written notice. The failure of either party to exercise this right shall not be construed as a waiver of such right in the event of further default or non-compliance.

**E. Additional Department of Education Compliance Requirements**

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

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

6. Waiver: The waiver by the School Board of any of the terms and conditions of this Agreement shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this /Agreement, and shall not be construed to be a waiver of any provision, except for the particular instance.
7. Debarment or Suspension: Meridian certifies that neither Meridian nor any of its principals or staff are debarred, suspended, or proposed for debarment for federal financial assistance (e.g. ~~General Sendees Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs~~ as amended). Meridian or grantee further certifies that potential sub-recipients, subcontractors, or any of their principals are not debarred, suspended or proposed for debarment. Federal Acquisition Regulations clause 52.209-6, Protecting the Government's Interest when Sub-Contracting with Contractors, Debarred, Suspended or Proposed for Debarment, as amended, is incorporated herein by reference and is applicable to Agreements greater than \$30,000.
8. Public Entity-Entity Crimes Affidavit: A person or affiliate who has been placed on the convicted Bidder's list ~~following~~ following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or ~~sendees services~~ to a public entity, may not submit a bid on a contract ~~with~~ with a public entity for the construction or repair of a public building or public ~~w^orkwork~~ work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract ~~with~~ with any public entity, and may not transact business ~~with~~ with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (\$30,000) for a period of 36 months from the date of being placed on the convicted Bidder list.
9. Records Requirement: For Agreements funded by federal funds-, subject to Florida Statutes, Section 90.503, 394.4615 and 456.057 Meridian agrees to grant access by the School Board, the Federal grantor agency, the Comptroller General of the United States, the Florida Auditor General or any of their duly authorized representatives to any books, documents, papers, and records of Meridian which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

- a. Meridian agrees to and shall ensure that all required records are retained. This Agreement is also subject to Attachment C, which is attached hereto and incorporated herein by reference, for compliance with with Chapter 119, Florida Statutes.

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

"Meridian"

**MERIDIAN BEHAVIORAL HEALTHCARE**

**E, INC.**

By: Margarita Labarta, Ph.D.

5/31/2019

Margarita Labarta, Ph.D.

Date

President/CEO "School Board"

**THE SCHOOL BOARD OF SUWANNEE COUNTY**

By: Ted Roush

Ted Roush

Superintendent

Date

Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency  
BY

and Sufficiency

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

**ATTACHMENT A  
SERVICE AND RATE SCHEDULE**

<p><u>Service Type:</u></p> <p><u>Description:</u></p>	<p><u>Description:</u></p>
--	----------------------------

Rate of Reimbursement:

<p><u>Service Type:</u></p> <p><u>Description:</u></p>	<p><u>Rate of reimbursement:</u></p> <p><b>Screening</b> Brief clinical evaluation using evidence-based and developmentally appropriate screening instruments early identification of individuals at risk for mental health issues, substance abuse, or harm to self or others. Includes recommendations based on screening results and linkage to more in-depth assessment if indicated. <del>\$63.25</del> <b>\$63.25</b> per screening</p>
--	---

Rate of reimbursement:

Service Type:

**Individual Outpatient Services** Includes assessment, individual therapy, clinical on-site services, family therapy, treatment planning, crisis intervention, evaluation, brief (non-psychiatric) clinic visit, collateral therapy, intensive therapeutic on-site services, individual psycho-educational intervention provided in person or synchronous telehealth.  
\$95 per hourly unit; rounded up to the nearest 10-minute increment;

Example: 45 minutes is rounded up to 50 minutes=  
0.83 units=\$78.85 units=\$79.16

<p><u>Service Type:</u></p> <p><u>Description:</u></p>	<p><b>Group Outpatient Services</b> Includes group therapy and group psychoeducational services.</p>
--	--

Rate of reimbursement:

\$22.50 per hourly unit; rounded up to the nearest 10-minute increment.

<p><u>Service Type:</u></p> <p><u>Description:</u></p>	<p><u>Rate of reimbursement:</u></p>
--	--------------------------------------

<p><u>Service Type:</u></p> <p><u>Description:</u></p>	<p><u>Rate of Reimbursement:</u></p>
--	--------------------------------------

**Behavioral On-site  
Therapeutic Support  
Services**

\$20-Includes One-to-one  
supervision, intervention  
and skills training based  
on client(s) treatment  
plan. \$38 per hourly unit;  
rounded up to the nearest  
10- minute increment.  
(H2019HM)

**Service Type:  
Description:**

**Rate of Reimbursement:**  
**Psychiatric Evaluation**  
Comprehensive  
psychiatric evaluation,  
provided in person or via  
synchronous telehealth  
\$300 per service event if  
performed by a  
psychiatrist; \$220-225 if  
performed by an  
ARNP/APRN; typically,  
a one-hour visit.

**Service Type:**

and follow-up, provided in person or via synchronous telehealth.

**Description:**

\$120 per sendee service event; typically, a brief visit

**Rate of reimbursement:**

**Service Type:**

**Service Type:Outreach**

**Description:**

Outreach services are intended to engage students in services, assist staff to make appropriate referrals for treatment and other services for students, and consult with and support school staff in working with students who have behavioral health issues. Rate of reimbursement: \$43.20-45.75 per hour, rounded up to the nearest 10- minute increment.

**Rate of reimbursement:**

**Psychiatric Medication**

**Follow-up**

Medication monitoring

**Service Type:**

**Description**

**Service Type:**

**Description**

**Rate of Reimbursement:**

**Behavior Assessment**

Assessment by a licensed and trained clinician to provide a clear operational description of the maladaptive behavior(s) including identification of the events, times, and situations that appear to be associated to the occurrence of the maladaptive behavior(s); identification of functional consequences of maladaptive behavior(s); development of summary statements that describe the maladaptive behavior(s) and its\_(their) functions; and a summary and recommendations. **This service requires physician authorization. \$385.19 per assessment.**

**Rate of Reimbursement:**

**Rate of Reimbursement:**

**Service Type:**

\$385.19 per assessment.

**Description**

**Service Type:Behavior Analysis**

**Description**Implementation of a plan based on a behavior assessment; the plan includes observable and measurable descriptions of maladaptive behaviors; identified functions of the behaviors; goals and strategies to change the behaviors; written descriptions of when, where, and how strategies will be implemented; how progress will be evaluated; safety plan, if applicable; discharge criteria; transition

plan, if applicable.

~~This service requires~~

~~physician~~

~~authorization. Rate of~~

~~Reimbursement: This~~

~~service requires~~

~~physician~~

~~authorization, \$17.16~~

~~69.00 per quarter hour~~

~~for technician level;~~

~~\$22.10 90.00 per quarter~~

~~hour for assistant~~

~~behavior analyst; \$40.04~~

~~160 per quarter hour for~~

~~lead analyst. Rounded up~~

~~to the nearest 10- minute~~

~~increment.~~

**Service Type: Description: Prevention**

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

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

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

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

Rate of Reimbursement: \$975-1125 per 13-week one-hour group

Description: Description:

Rate of Reimbursement:

Description:



**Service Type:**  
**Description:**

**Rate of Reimbursement:**

**Service Type:**  
**Description:**

**Rate of Reimbursement:**

**Girls Circle** is a structured group for girls from 9-18 years, integrating relational theory, resiliency practices, and skills training in a specific format designed to increase positive connection, personal and collective strengths, and competence in girls.

**Rate of Reimbursement:** \$900-950 per 8-weeks, 1.5 hour groups

**Description:**

**Life Skills Training** has versions for third through fifth graders (8 class sessions); middle school (15 class sessions) and ninth and tenth grades (10 class sessions). The curriculum focuses on developing skills to manage emotions, improve interpersonal relationships and social skills, and prevention of substance abuse. Sessions are 30-45 minutes. \$600 for elementary curriculum \$1125-1025 for middle school \$750-850 for high school

**Service Type:** Consultation  
**Services:** ~~Services~~

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

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

**Rate of Reimbursement:**

training \$100 per hour-hour

**Description**

**Mental Health First Aid Training**

Eight-hour training in evidence-based approach to identify and intervene with youths experiencing a crisis due to mental or substance use disorders. \$600 per class, maximum 25 persons per class

**Rate of Reimbursement:**

**Service Type:**  
**Description:**

**Mobile Response Team (MRT)**

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

**Service Type:**  
**Description:**

INFO ONLY

using our crisis line.

Rate of Reimbursement: No charge for this service.

**SCSB 2019-57 (REVISED RENEWAL) ATTACHMENT B INSURANCE****REQUIREMENTS UNDER THE "AGREEMENT":****GENERAL LIABILITY**

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

**AUTOMOBILE LIABILITY**

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

**WORKERS' COMPENSATION/EMPLOYERS' LIABILITY**

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

**NOTICE OF CANCELLATION**

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

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

**PROFESSIONAL LIABILITY**

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

**SCSB 2019 57 (REVISED RENEWAL) ATTACHMENT C MAINTENANCE AND****PUBLIC ACCESS TO RECORDS**

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

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

Failure of Meridian to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event a civil action is filed against Meridian to compel production of public records where Meridian has unlawfully ~~refused~~refused to comply with the public

**SCSB 2019-57 (REVISED  
RENEWAL)**

records request within the time required by law, the Plaintiff may be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from Meridian as authorized by 119.0701, Fla. Stat.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF  
CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO  
PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE  
CUSTODIAN OF PUBLIC RECORDS, THE DIRECTOR OF RISK MANAGEMENT  
AT 386-647-4600, 1729 WALKER AVENUE, SW, SUITE 200 LIVE OAK, FLORIDA  
32064-904-966-6800, 501 WEST WASHINGTON STREET, STARKE, FLORIDA  
32091.**

Suwannee County Full School Board Cooperative Agreement 2019-

**2020 BUSINESS ASSOCIATE AGREEMENT**

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is entered into, and effective as of July 1, 2019 (the "Effective Date") by and between Meridian Behavioral Healthcare, Inc. ("Meridian" or "Covered Entity") and Suwannee County School Board ("Business Associate"). The parties to this Agreement if not referred to as Covered Entity or Meridian or Business Associate may sometimes collectively be referred to "the Parties." The Parties mutually agree as follows:

**INTRODUCTION**

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

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

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

2. **Permitted Uses and Disclosures.** Business Associate may use and/or disclose PHI only as permitted or required by this Agreement, or as otherwise required by



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

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

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

5. **Data Breach Notification and Mitigation.** Business Associate agrees to promptly notify Covered Entity of any "Breach" of "Unsecured PHI" as those terms are

defined by 45 C.F.R. §164.402 (hereinafter a "Data Breach"). The Parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section, governs the determination of the date of a Data Breach. Business Associate shall, following the discovery of a Data Breach, promptly notify Covered Entity and in no event later than five (5) calendar days after Business Associate discovers such Data Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a Data Breach to Covered Entity, the discovery of a Data Breach shall occur as of the first day on which such Data Breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be considered to have had knowledge of a Data Breach if the Data Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the Data Breach) who is an employee, officer or other agent of Business Associate. No later than five (5) calendar days following a Data Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the Data Breach notification requirements set forth at 45 C.F.R. §164.400 et seq. Specifically, if the following information is known to (or can be reasonably obtained by) Business Associate, Business Associate shall provide Covered Entity with: (i) contact information for Individuals who were or who may have been impacted by the Data Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the Data Breach, including the date of the Data Breach, date of discovery, and number of Individuals affected by the Data Breach; (iii) a description of the types of unsecured PHI involved in the Data Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnosis and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the Data Breach, mitigate harm to the Individual impacted by the Data Breach, and protect against future Data Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions and/or learn additional information concerning the Data Breach. Following a Data Breach, Business Associate shall have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the Data Breach, including but not limited to the information described in the items above.

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

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

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

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

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

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

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

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

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

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

Business Associate to provide HHS and its authorized representatives with such books and records in the event of such waiver.

#### **11. Term and Termination.**

11.1. Term. This Agreement shall commence on the Effective Date and end with the termination of the Services Agreement unless terminated sooner pursuant to Section 11.2.

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

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

11.4. Effect of Termination. Upon termination of this Agreement, Business Associate shall recover any PHI relating to this Agreement in possession of Business Associate and its subcontractors, agents, or representatives. Business Associate shall return to Covered Entity or destroy all such PHI plus all other PHI relating to this Agreement in its possession, and shall retain no copies. If Business Associate believes that it is not feasible to return or destroy the PHI as described above, Business Associate shall notify Covered Entity in writing. The notification shall include: (i) a written statement that Business Associate has determined that it is infeasible to return or destroy the PHI in its possession, and (ii) the specific reasons for such determination. If the Parties agree that Business Associate cannot feasibly return or destroy the PHI, Business Associate shall ensure that any and all protections, requirements and restrictions contained in this Agreement shall be extended to any PHI retained after the termination of this Agreement, and that any further uses and/or disclosures shall be limited to the purposes that make the return or destruction of the PHI infeasible. If the Parties do not agree that Business Associate cannot feasibly return or destroy the PHI, then Business Associate shall comply with this Paragraph 11.4. If Business Associate refuses to comply with this Paragraph 11.4, then Covered Entity shall treat the refusal as a material breach of

this Agreement. In all events, Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI. It is expressly understood that all limitations, restrictions or prohibitions on the use or disclosure of PHI by Business Associate shall continue to exist and shall survive termination of this Agreement for any reason.

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

If to Meridian Behavioral  
Healthcare, Inc.:

Attn: Margarita Labarta, Ph.D.  
President/CEO

If to Suwannee County  
School Board:

1729 Walker Avenue SW, Suite 200  
Live Oak, FL 32064

Attn: Ted Roush  
Superintendent

13. Miscellaneous

4300 SW n<sup>th</sup> Street  
Gainesville, FL 32608

13.1. Survival. The respective rights and obligations of the Parties under Section 10 (Inspection of Books and Records), Section 11.4 (Effect of Termination), and Section 13 (Miscellaneous) shall survive termination of this Agreement indefinitely, and those other provisions of this Agreement that apply to rights or obligation of a Party, which continue or arise upon or after the termination of this Agreement shall survive the termination this Agreement to the extent necessary to enforce such rights and obligations and to otherwise effectuate such provisions. It is expressly understood that all limitations, restrictions or prohibitions on the use or disclosure of PHI by Business Associate shall continue to exist and shall survive termination of this Agreement for any reason.

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

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

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

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

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

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

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

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

13.10. Attorney's Fees and Costs. Should legal action be required to enforce the terms of this Agreement, the prevailing Party will be entitled to receive

from the other Party all costs incurred in connection with such action, including reasonable attorney, legal assistant, investigator, and other paralegal and clerical fees and costs, including such costs and fees on appeal, if any.

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

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

MERIDIAN BEHAVIORAL HEALTHCARE, INC.: SUWANNEE COUNTY SCHOOL BOARD.

By: [Signature]

Its: President/CEO

Margarita Labarta, Ph.D.

By:

Its: Superintendent

Ted Roush

Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency BY

Leonard J. Dietzen,

III Rumberger, Kirk & Caldwell, PA Suwannee School Board Attorney"



Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	6/11/2019 10:23:03 AM
Comparison Time	2.44 seconds
compareDocs version	v4.2.300.9

Sources	
Original Document	\\HomeDirs01\Users\$\cduquette\_My Settings\Desktop\Compare Contract\SCSB 2019-57 Meridian Fully Executed.pdf
Modified Document	\\HomeDirs01\Users\$\cduquette\_My Settings\Desktop\Compare Contract\SCSB 2020-42 Meridian.pdf

Comparison Statistics	
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Deletions	39
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Deletions	
Moves / Moves	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	Color only.
Changed lines	Mark left border.
Comments color	By Author.
Balloons	False

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Open Comparison Report after Saving	General	Always
Report Type	Word	Track Changes
Character Level	Word	False
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Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	False
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True

# District School Board of Madison County

Dr. Karen Todd Pickles  
**Superintendent**  
 Karen.Pickles@mcsbfl.us

210 NE Duval Avenue  
 Madison, Florida 32340  
 Main: 850/973-5022 or Fax: 850/973-5027  
 www.madison.k12.fl.us  
*An Equal Opportunity Employer*



## Inter-District Private School Services Agreement

### Agreement for School Year 2019-2020 NS Terminating by mutual agreement

#### Madison County School District

The Federal Elementary and Secondary Education Act (ESE), in Title I Section 1120 and associated regulations (200.62(b)(1)(i) defines private school children as those who reside in participating public school attendance areas of a school district, regardless of whether the private school they attend is located in the same district in which they reside.

Therefore, the school district in which the child resides is responsible for providing services to the child, or to arrange to have services provided by another district. For purposes of this agreement, the district in which the student resides will be called the **Resident District**. The district in which the student attends school will be called the **Receiving District**.

The purpose of this agreement is to provide for services to private school students who reside in Madison County School District but attend school in another district.

Responsibilities of Receiving District	Responsibilities of Resident District
Conduct all consultation requirements under S.200.63 for all private schools within the boundaries of the district.	Upon notification of a student by the Receiving District, verify in writing, (email is acceptable) whether or not the student is address eligible for Title I services
Upon identifying a student attending an eligible private school in the Receiving District, inform the Resident District using Appendix B or another method that provides comparable information.	Annually reserve equitable funds for any verified eligible private school students identified by a Receiving District
Upon confirmation that the student is address-eligible, provide services to the identified students according to the plan developed in consultation with the private school.	Annually reserve equitable funds for the parents of identified private school students

Ms. Mary "Susie" Williamson  
 District 1  
 Mary.Williamson@mcsbfl.us

Mrs. Carol Gibson  
 District 2  
 Carol.Gibson@mcsbfl.us

Mrs. Surretta Bell  
 District 3  
 Surretta.Bell@mcsbfl.us

Mr. Reginald Daniels  
 District 4  
 Reginald.Daniels@mcsbfl.us

Mr. Bart Alford  
 District 5  
 Bart.Alford@mcsbfl.us

Responsibilities of Receiving District	Responsibilities of Resident District
Provide equitable services to the parents of identified students	Annually reserve equitable funds for the regular teachers of identified private school students
Provide equitable professional development to the regular teachers of identified students	Notify the Receiving District regarding the amount of funds reserved. Optional
Provide all necessary administrative services to carry out the items above	Upon invoice from the Receiving District, pay the amount due for services rendered to eligible private school students, parents, and teachers; OR
Invoice the Resident District for services provided (exclusive of administrative costs); OR arrange for reciprocal services in an equal monetary amount to private school students for whom the roles of Receiving and Resident District are reversed	Provide reciprocal services in an equal amount to private school students for whom the roles of Receiving and Resident District are reversed

By our signatures on this document, the below signed agree that private school students, parents, and teachers will be provided equitable services and that all requirements of ESEA and related regulations and guidance will be met by the Receiving District on behalf of the Residing District, in return for compensation from the Resident District.

**Resident District**Signature Lisa RoderickName Lisa RoderickTitle Coordinator of Federal ProjectsDate 02/26/19**Receiving District**

Signature \_\_\_\_\_

Name Ted L. RoushTitle Superintendent of Schools

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<sup>19</sup>

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Inter District Agreement 2019-20

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**APPENDIX A: Madison County School District (Resident District)**

**Title I Allocation Details for School Year 2019-2020**

1. Equitable services allocation for private school students:\_\_\_\_\_
2. Equitable services allocation for the parents of eligible private school students:\_\_\_\_\_
3. Equitable services allocation for the teachers of eligible Private School Students:\_\_\_\_\_

\*No participating Title I students in 2019-2020

# Inter District Private School Services Agreement | 2019-20

## COLUMBIA COUNTY SCHOOL DISTRICT

Agreement for School Year 2019 – 2020 and terminating by mutual agreement

The Federal Elementary and Secondary Education Act (ESEA) as amended by Every Student Succeeds Act (ESSA) in Title I Section 1117, Section 200.62 (b)(1)(i) defines...

### Participation of Eligible Children in Private Schools

#### §200.62 Responsibilities for providing services to private school children.

(a) After timely and meaningful consultation with appropriate officials of private schools, an LEA must—

(1) In accordance with §§200.62 through 200.67 and section 1120 of the ESEA, provide special educational services or other benefits under subpart A of this part, on an equitable basis and in a timely manner, to eligible children who are enrolled in private elementary and secondary schools; and

(2) Ensure that teachers and families of participating private school children participate on a basis equitable to the participation of teachers and families of public school children receiving these services in accordance with §200.65.

(b)(1) Eligible private school children are children who—

(i) Reside in participating public school attendance areas of the LEA, regardless of whether the private school they attend is located in the LEA; and

(ii) Meet the criteria in section 1115(b) of the ESEA.

(2) Among the eligible private school children, the LEA must select children to participate, consistent with §200.64.

(c) The services and other benefits an LEA provides under this section must be secular, neutral and non-ideological.

(82 FR 31709, July 7, 2017)

The school district in which the child resides is responsible for providing services to the child; but it may arrange to have services provided by another school district. For purposes of this agreement, the district in which the student resides will be called the **Resident District**. The district in which the student attends will be called the **Receiving District**.

The purpose of this agreement is to provide for services to private school students who reside in **Suwannee County School District** but attend school in **Columbia County School District**.

#### Responsibilities of the Receiving District:

1. Conduct all consultation requirements under §200.63 for all private schools within the boundaries of its district.
2. Upon identifying a student attending an eligible private school in the Receiving District, inform the **Resident District** using Appendix B or another method that provides comparable information.

## Inter District Private School Services Agreement | 2019-20

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3. Upon confirmation that the student is address-eligible, provide services to the identified students according to the plan developed in consultation with the private school.
4. Provide equitable services to the parents of identified students.
5. Provide equitable professional development to the regular teachers of identified students.
6. Provide all necessary administrative services to carry out the items above.
7. Invoice the **Resident District** for services provided (exclusive of administrative costs); OR arrange for reciprocal services in an equal monetary amount to private school students for whom the roles of **Receiving and Resident District** are reversed.

### Responsibilities of Resident District

1. Upon notification of a student by the **Receiving District**, verify in writing (e-mail is acceptable) whether or not the student is address-eligible for Title I services.
2. Annually reserve equitable funds for any verified eligible private school students identified by a **Receiving District**.
3. Annually reserve equitable funds for the parents of identified private school students.
4. Annually reserve equitable funds for the regular teachers of identified private school students.
5. Notify the **Receiving District** regarding the amount of funds reserved using Appendix A or another method that provides comparable information.
6. Upon invoice from the **Receiving District**, pay the amount due for services rendered to eligible private school students, parents, and teachers: OR
7. Provide reciprocal services in an equal amount to private school students for whom the roles of **Receiving and Resident District** are reserved.

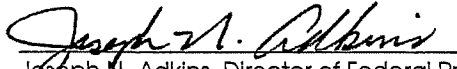
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# Inter District Private School Services Agreement | 2019-20

By our signatures on this document, the below signed agree that private school students, parents, and teachers will be provided equitable services and that all requirements of ESEA and related regulations and guidance will be met by the Receiving District on behalf of the Resident District, in return for compensation from the Resident District.

Receiving District: **Columbia County**

Resident District: **Suwannee County**



Joseph N. Adkins, Director of Federal Projects  
Columbia County School District

Kecia Robinson, Coordinator - Title I  
Suwannee County School District

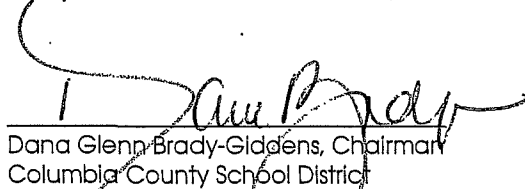
4/29/2019  
Date

Date



Alex L. Carswell, Jr., Superintendent  
Columbia County School District

Ted L. Roush, Superintendent  
Suwannee County School District



Dana Glenn Brady-Giddens, Chairwoman  
Columbia County School District

Ed daSilva, Chairman  
Suwannee County School District

4/29/19  
Date

Date

"Approved as to Form and Sufficiency  
BY \_\_\_\_\_

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

# Inter District Private School Services Agreement | 2019-20

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## Appendix A: Suwannee County School District (Resident District)

### Title I Allocation Details for School Year 2019 – 2020

1. Equitable services allocation for private school students:	
2. Equitable services allocation for the parents of eligible private school students:	
3. Equitable services allocation for the teachers of eligible private school students:	



# Inter District Private School Services Agreement | 2019-20

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## Appendix B: Columbia County School District (Receiving District)

<u>Participating Private School</u>	<u>Address</u>	<u>City</u>	<u>Grade</u>	<u>Income Eligible</u>	<u>Food Stamp Eligible</u>	<u>Receiving TANF</u>	<u>Eligibility Verified</u>

Y = Yes

N = No

*This information also may be provided electronically to facilitate communications.*

## SUWANNEE COUNTY SCHOOL BOARD

### PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made as of the date of execution by and between the School Board of Suwannee County, Florida ("SCSB"), and Joyce M. Warren ("Individual"), (hereinafter "Contractor").

#### WITNESSED:

WHEREAS, SCSB operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

#### 1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

A. SERVICES: SCSB hereby engages Contractor to provide educational consulting services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

#### B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

- (i) Contractor and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.
- (ii) Contractor and staff shall not be required to perform services in any order or sequence specified by SCSB.
- (iii) Contractor and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.

- (iv) Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.
- (v) Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.
- C. DOCUMENTATION: Contractor shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by SCSB.

## 2. REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

- A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;
- B. None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.
- C. Contractor shall perform the services required hereunder in accordance with:
  - (i) all applicable federal, state, and local laws, rules, and regulations;
  - (ii) all applicable policies of: SCSB;
  - (iii) all applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS;
- D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and
- E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with the provision of services under this Agreement; and
- F. All Contractor staff shall comply with all applicable terms of this Agreement.

## 3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an

independent contractor, Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

#### 4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on July 1, 2019 and ending June 30, 2020, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

#### 5. COMPENSATION

For the services rendered pursuant to this Agreement, Contractor shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit B attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph I(C) of this Agreement.

#### 6. BILLING

Contractor shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the information, requested by SCSB, and SCSB shall pay each invoice within thirty (30) days after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice.

#### 7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted

or required by law or this Agreement. In addition, Contractor shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to Contractor.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Contractor, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

#### 8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies.

**Level II Background Check** – Any vendor providing services under this contract who will (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds, that person shall have a **Level II background check** submitted through the Suwannee County School Board. Documentation of clearance will be on file in the Department of Human Resources in the Suwannee County School Board office. **The contractor shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that the successful contractor substituted an unapproved worker for an approved worker, the vendor's contract may be cancelled immediately at the instructions of the Suwannee County School Board.

#### 9. AUDITS, RECORDS, AND RECORDS RETENTION

The District or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Contractor in order:

- A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.

- B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- C. That completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.
- D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.
- E. That persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

#### 10. INDEMNIFICATION

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

#### 11. DEBARMENT & SUSPENSION

Suwannee County School Board certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

#### 12. TERMINATION

- A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.
- B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.
- C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by

written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:

- (i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staff's professional license or certification, in the State of Florida, or
- (ii) conduct by Contractor or any of Contractor's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole judgment, be prejudicial to the best interests and welfare of SCSB or its students;
- (iii) breach by Contractor or any Contractor staff of the confidentiality provisions of Section 7 hereof;

- D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs 1(B), 2, 5, 10, 13, and 15.

### 13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the SUWANNEE COUNTY SCHOOL BOARD for the SUWANNEE COUNTY SCHOOL BOARD'S attorneys' fees, costs, expenses, out-of-pocket disbursements incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, which shall be determined by the court in such litigation by the court alone on a post-trial motion. In the event that a court shall direct the parties to this Agreement to mediation with respect to any issue, the other contracting entity or person shall pay the fees, costs and expenses of the mediator.

### 14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties 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.

### 15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

## 16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

## 17. 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 Federal Express or Express Mail, 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 SCSB: The School Board of Suwannee County Florida  
c/o Ted L. Roush, Superintendent  
1729 Walker Avenue, SW, Suite 200  
Live Oak, FL 32064

Copy to: Mr. Leonard J. Dietzen, III  
Rumberger, Kirk & Caldwell  
Attorney for Suwannee County School Board  
101 North Monroe Street, Suite 120  
Tallahassee, FL 32301

Contractor: Joyce M. Warren  
P. O. Box 102  
Live Oak, FL 32064

## 18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

## 19. CAPTIONS

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

## 20. ASSIGNMENT; BINDING EFFECT.

Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Contractor's rights, duties or obligations under this Agreement without the prior written consent of SCSB, and any assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.



**21. RELEASE OF STUDENT RECORDS**

By signature, Contractor assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

**22. PUBLIC RECORDS**

For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT C which is incorporated by reference herein.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals to this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**SUWANNEE COUNTY SCHOOL BOARD**

\_\_\_\_\_  
Ed daSilva, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ted L. Roush, Superintendent of Schools

\_\_\_\_\_  
Date

"Approved as to Form and Sufficiency  
BY \_\_\_\_\_

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

**CONTRACTOR**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Joyce M. Warren

\_\_\_\_\_  
Type or Print Name of Witness

\_\_\_\_\_  
Date

Date \_\_\_\_\_

# **EXHIBIT A**

## **Scope of Work**

### **Priority Parent Involvement Tasks**

- Participate in the development of the District Parent Involvement Plan and also Parent Involvement Plans in each school
- Participate in the Early Childhood Education Program
- Provide effective resources to our parents
- Provide coordination between homeless and migrant parents as needed
- Coordinate and assist the Information Technology department in the development of the parent involvement website
- Coordination with guidance counselors as needed
- Provide professional development on parent communication as needed

### **Responsibilities**

- Participate in planning and developing programs and services to students and families
- Prepare and maintain records and referrals
- Interpret educational policies, programs, and procedures related to early childhood education and parent involvement
- Assist in early identification of students' school-related problems
- Communicate with the family about available services and how to access them
- Use technology to improve communications with schools, parents, and community agencies
- Collaborate with parents and other staff in the implementation of programs and services for students such as Parent Partnership Project
- Inform faculty and staff how services of parent liaison may be used in planning and evaluating programs for students, procedures for referrals, or assistance at the request of administration
- Serve on committees and councils as assigned or appropriate
- Perform other tasks consistent with the goals and objectives of this position

**CONTRACTOR FEDERAL IDENTIFICATION NUMBER:**  
**INDIVIDUAL SOCIAL SECURITY NUMBER:** **46-3190551**

*IRS Form W-9 on file.*

**FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:**

Federal Programs

## **EXHIBIT B**

### **FEE SCHEDULE**

The independent contractor will be paid upon receipt of invoices by the District as tasks and responsibilities in Exhibit A are fulfilled. Total contract amount shall be in the amount of \$42,000.

**EXHIBIT C**

**Public Records Law Requirements  
under Chapter 119.0701, Florida Statutes (2018)**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2018), 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 (2018), for additional record keeping requirements.

**REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES**

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

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

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes (2018).

## SUWANNEE COUNTY SCHOOL BOARD

### PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made as of the date of execution by and between the School Board of Suwannee County, Florida ("SCSB"), and **Palmer Physical Therapy, LLC** ("Contractor").

#### WITNESSED:

WHEREAS, SCSB operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

#### 1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

A. SERVICES: SCSB hereby engages Contractor to provide educational consulting services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

#### B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

- (i) Contractor and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.
- (ii) Contractor and staff shall not be required to perform services in any order or sequence specified by SCSB.

- (iii) Contractor and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.
  - (iv) Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.
  - (v) Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.
  - (vi) The Contractor and staff shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.
- C. DOCUMENTATION: Contractor shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by SCSB.

## 2. REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

- A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;
- B. None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.
- C. Contractor shall perform the services required hereunder in accordance with:
  - (i) all applicable federal, state, and local laws, rules, and regulations;
  - (ii) all applicable policies of: SCSB;
  - (iii) all applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS;
- D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and
- E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with the provision of services under this Agreement; and



F. All Contractor staff shall comply with all applicable terms of this Agreement.

### 3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

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### 6. BILLING

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does not provide a proper invoice; provided, however, that SCSB shall give notice to Contractor that such invoice is deemed improper, and Contractor shall be given:

- (a) details as to why it is considered improper,
- (b) instruction as to how Contractor can correct such invoice to make it proper, and
- (c) the opportunity to submit a corrected invoice to be paid for services performed..

## 7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act to the extent applicable to Contractor. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to Contractor.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Contractor, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

## 8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies. **Level II Background Check** – Any vendor providing services under this contract who will (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or

control of school funds, that person shall have a **Level II background check** submitted through the Suwannee County School Board. Documentation of clearance will be on file in the Department of Human Resources in the Suwannee County School Board office. **The contractor shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that the successful contractor substituted an unapproved worker for an approved worker, the vendor's contract may be cancelled immediately at the instructions of the Suwannee County School Board.

#### 9. AUDITS, RECORDS, AND RECORDS RETENTION

The District or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Contractor shall make such documents and records available to SCSB upon reasonable notice from SCSB and such audit and all costs pertaining thereto including, but not limited to, photocopies, travel, shipping, shall be at SCSB's cost.

- A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.
- B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- C. That completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.
- D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.
- E. That persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

#### 10. INDEMNIFICATION

Contractor shall indemnify and hold harmless SCSB from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or relating to bodily injury to or death of any person or loss of or damage to real or tangible personal property or the environment to the extent that such third party claim, suit, damage, or expense was proximately caused by any negligent act or omission on the part of Contractor, its agents or employees.

#### 11. DEBARMENT & SUSPENSION

Suwannee County School Board certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

#### 12. TERMINATION

- A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.
- B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.
- C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:
  - (i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staff's professional license or certification, in the State of Florida, or
  - (ii) conduct by Contractor or any of Contractor's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole judgment, be prejudicial to the best interests and welfare of SCSB or its students;
  - (iii) breach by Contractor or any Contractor staff of the confidentiality provisions of Section 7 hereof.
- D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs 1 (B), 2, 5, 10, 13, and 15.

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the prevailing party shall be entitled to its attorneys' fees, costs, expenses, out-of-pocket disbursements incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, which shall be determined by the court in such litigation by the court alone on a post-trial motion. In the event that a court shall direct the parties to this Agreement to mediation with respect to any issue, each party shall split equally the fees, costs and expenses of the mediator.

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties 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.

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

17. 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 Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when actually received in the United States mail, postage prepaid, addressed as follows:

If to SCSB: The School Board of Suwannee County Florida  
c/o Ted L. Roush, Superintendent  
1729 Walker Avenue, SW, Suite 200  
Live Oak, FL 32064

Copy to: Mr. Leonard J. Dietzen, III  
Rumberger, Kirk & Caldwell  
Attorney for Suwannee County School Board  
101 North Monroe Street, Suite 120  
Tallahassee, FL 32301

Contractor: Palmer Physical Therapy, LLC  
13975 CR 136  
Live Oak, FL 32060

18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

19. CAPTIONS

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

20. ASSIGNMENT; BINDING EFFECT

Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Contractor's rights, duties or obligations under this Agreement without the prior written consent of SCSB, and any assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

21. RELEASE OF STUDENT RECORDS

By signature, Contractor assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

22. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT B which is incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**SUWANNEE COUNTY SCHOOL BOARD**

\_\_\_\_\_  
Ed daSilva, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ted L. Roush, Superintendent

\_\_\_\_\_  
Date

"Approved as to Form and Sufficiency

BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

**CONTRACTOR**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
John C. Palmer

Palmer Physical Therapy, LLC

\_\_\_\_\_  
Type or Print Name of Witness

\_\_\_\_\_  
Date

## **EXHIBIT A**

### **SERVICES PROVIDED:**

- Provide students of Suwannee County Schools with physical therapy services per IEP's by a qualified physical therapist or physical therapist assistant under the supervision of the physical therapist
- Screening and evaluation regarding the need for educationally relevant physical therapy
- Consultation and treatment as deemed appropriate
- In-service training as needed
- Attendance at Exceptional Student Education staffing and IEP meetings

**CONTRACTOR FEDERAL IDENTIFICATION NUMBER:** 46-2579525

### **INDIVIDUAL SOCIAL SECURITY NUMBER:**

W-9 on file

### **FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:**

IDEA Part B Grant

The School Board will pay the Therapist for the services provided in an amount of \$60 per hour for physical therapy evaluations, physical therapy treatments, attendance at IEP meetings, time for ESE related documentation, and planning.



**EXHIBIT B**

**Public Records Law Requirements  
under Chapter 119.0701, Florida Statutes (2018)**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2018), 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 (2018), for additional record keeping requirements.

**REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES**

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

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

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes (2018).

**SUWANNEE COUNTY SCHOOL BOARD**

**PROFESSIONAL/TECHNICAL  
SERVICES AGREEMENT**

This AGREEMENT is made as of the date of execution by and between the School Board of Suwannee County, Florida ("SCSB"), and **Palmer Physical Therapy, LLC** ("Contractor").

~~WITNESSED:~~

WITNESSED:

WHEREAS, SCSB operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. ~~1.~~ **ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR**

A. **SERVICES:** SCSB hereby engages Contractor to provide educational consulting services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

B. **MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES**

- (i) Contractor and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.
- (ii) Contractor and staff shall not be required to perform services in any order or sequence specified by SCSB.

(iii) ~~(iii)~~ Contractor and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.

(iv) ~~(iv)~~ Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.

(v) ~~(v)~~ Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.

(vi) ~~(vi)~~ The Contractor and staff shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.

C. ~~C.~~ DOCUMENTATION: Contractor shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by SCSB.

2. ~~2.~~ REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;

B. None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.

C. Contractor shall perform the services required hereunder in accordance with:

(i) all applicable federal, state, and local laws, rules, and regulations;

(ii) all applicable policies of: SCSB;

(iii) all applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS;

D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and

E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with

the provision of services under this Agreement; and

INFO ONLY

~~E. the provision of services under this Agreement; and F. All Contractor staff shall comply with all applicable terms of this Agreement.~~

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on July 1, ~~2018~~ 2019 and ending June 30, ~~2019~~ 2020, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

For the services rendered pursuant to this Agreement, Contractor shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit A attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph ~~1~~ 1 (C) of this Agreement.

6. BILLING

Contractor shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the information, reasonably requested by SCSB, and SCSB shall pay each invoice within thirty (30) days after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor

does not provide a proper invoice; provided, however, that SCSB shall give notice to Contractor that such invoice is deemed improper, and Contractor shall be given:

- (a) details as to why it is considered improper,
- (b) instruction as to how Contractor can correct such invoice to make it proper, and
- (c) the opportunity to submit a corrected invoice to be paid for services performed..

## 7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act to the extent applicable to Contractor. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to Contractor.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Contractor, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

## 8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies. **Level II Background Check** — Any vendor providing services under this contract who will ~~(1) be at a~~ (1) be at a 1) be at a school when students are present; or (2) have direct contact with students; or

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- A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.
- B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- C. That completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.
- D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.
- E. That persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.



10. INDEMNIFICATION

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Contractor shall indemnify and hold harmless SCSB from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or relating to bodily injury to or death of any person or loss of or damage to real or tangible personal property or the environment to the extent that such third party claim, suit, damage, or expense was proximately caused by any negligent act or omission on the part of Contractor, its agents or employees.

**11.    ~~11.~~ DEBARMENT & SUSPENSION**

Suwannee County School Board certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**12.    ~~12.~~ TERMINATION**

- A.    ~~A.~~ TERMINATION WITHOUT CAUSE.** Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.
- B.    ~~B.~~ TERMINATION FOR BREACH.** Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.
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- (i)    ~~(i)~~** the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor ~~staffs~~ staff's professional license or certification, in the State of Florida, or
  - (ii)    ~~(ii)~~** conduct by Contractor or any of Contractor's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole judgment, be prejudicial to the best interests and welfare of SCSB or its students;
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SCSB 2020-46 (REVISED/RENEWAL)

such termination: Paragraphs 1 (B), 2, 5, 10, 13, and 15.

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Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the prevailing party shall be entitled to its attorneys' fees, costs, expenses, out-of-pocket disbursements incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, which shall be determined by the court in such litigation by the court alone on a post-trial motion. In the event that a court shall direct the parties to this Agreement to mediation with respect to any issue, each party shall split equally the fees, costs and expenses of the mediator.

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If to SCSB:    The School Board of Suwannee County Florida  
                  c/o Ted L. Roush, Superintendent  
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                  Live Oak, FL 32064

Copy to: Mr. Leonard J. Dietzen, III  
Rumberger, Kirk & Caldwell  
Attorney for Suwannee County School Board  
101 North Monroe Street, Suite 120  
Tallahassee, FL 32301

Contractor: Palmer Physical Therapy,  
LLC 13975 CR 136  
Live Oak, FL 32060

| 18. ~~18.~~ WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

| 19. ~~19.~~ CAPTIONS

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

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| By signature, Contractor assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

| 22. ~~22.~~ PUBLIC RECORDS

| For all contractors as set forth in Section 119.0701, Florida Statutes (~~2017~~(2018)) see EXHIBIT B which is incorporated by reference herein.

# INFO ONLY

SCSB 2020-46 (REVISED/RENEWAL)

WITNESS WHEREOF, the  
day of \_\_\_\_\_,

IN WITNESS WHEREOF, the parties hereto have set their hands and  
seals to this Agreement on this  
2018.

\_\_\_\_ day of \_\_\_\_\_, 2019.

## SUWANNEE COUNTY SCHOOL BOARD

~~Ed daSilva, Superintendent~~

~~APR 24 2016~~

~~2-20-18~~

~~"Approval of Form and Sufficiency~~

~~BY~~

~~Ed daSilva, Chairman~~

Date

~~Ted L. Roush, Superintendent~~

Date

## CONTRACTOR

~~Leoivaid J. Dietzen, III Rumberger, kirk & Caldwell, P.A. Suwannee School Board-  
Attorney"~~

~~McLmJHC, Oehrman~~

**INFO ONLY**

SCSB 2020-46 (REVISED/RENEWAL)

Witness Signature

*tjptlC*

PT

John

John C. Palmer

Palmer Physical Therapy, LLC

**5-10-21**

Date

Type or Print Name of Witness

Date

**INFO ONLY**

**EXHIBIT A**

**SERVICES PROVIDED:**

- Provide students of Suwannee County Schools with physical therapy services per ~~IBP's~~ IEP's by a qualified physical therapist or physical therapist assistant under the supervision of the physical therapist
- Screening and evaluation regarding the need for educationally relevant physical therapy
- Consultation and treatment as deemed appropriate
- In-service training as needed
- Attendance at Exceptional Student Education staffing and IEP meetings

**CONTRACTOR FEDERAL IDENTIFICATION NUMBER:** Federal Employer Identification Number  
46-2579525-

**INDIVIDUAL SOCIAL SECURITY NUMBER:**

W-9 on file.

**FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:**

IDEA Part B Grant

The School Board will pay the Therapist for the services provided in an amount of \$~~58~~ 60 per hour for physical therapy evaluations, physical therapy treatments, attendance at IEP meetings, time for ESE related documentation, and planning.



**EXHIBIT B**

**Public Records Law Requirements  
under Chapter 119.0701, Florida Statutes (~~2017~~2018)**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section ~~119.0701(1)(a)~~, 119.0701(1)(a), Florida Statutes (~~2017~~2018), 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 (~~2017~~2018), for additional record keeping requirements.

**REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES**

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

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

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes (~~2017~~2018).

# INFO ONLY

Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	6/11/2019 9:28:41 AM
Comparison Time	1.08 seconds
compareDocs version	v4.2.300.9

Sources	
Original Document	\\HomeDirs01\Users\$\cduquette\_My Settings\Desktop\Compare Contract\SCSB 2019-06 Palmer Fully Executed.pdf
Modified Document	\\HomeDirs01\Users\$\cduquette\_My Settings\Desktop\Compare Contract\SCSB 2020-46 Palmer.pdf

Comparison Statistics	
Insertions	24
Deletions	30
Changes	42
Moves	0
TOTAL CHANGES	96

Word Rendering Set Markup Options	
Name	Standard
<u>Insertions</u>	
<u>Deletions</u>	
<u>Moves / Moves</u>	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	Color only.
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	Track Changes
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
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True

**SUWANNEE COUNTY SCHOOL BOARD**  
**PROFESSIONAL/TECHNICAL**  
**SERVICES AGREEMENT**

This AGREEMENT is made as of the date of execution by and between the School Board of Suwannee County, Florida ("SCSB"), and Resolutions in Special Education, Inc. ("Contractor").

WITNESSED:

WHEREAS, SCSB operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. **ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR**

A. SERVICES: SCSB hereby engages Contractor to provide educational consulting services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

- (i) Contractor and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.
- (ii) Contractor and staff shall not be required to perform services in any order or sequence specified by SCSB.

- (iii) Contractor and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.
  - (iv) Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.
  - (v) Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.
  - (vi) The Contractor and staff shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.
- C. DOCUMENTATION: Contractor shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by SCSB.

## 2. REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

- A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;
- B. None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.
- C. Contractor shall perform the services required hereunder in accordance with:
  - (i) all applicable federal, state, and local laws, rules, and regulations;
  - (ii) all applicable policies of: SCSB;
  - (iii) all applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS;
- D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and
- E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with the provision of services under this Agreement; and

F. All Contractor staff shall comply with all applicable terms of this Agreement.

### 3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

### 4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on July 1, 2019 and ending June 30, 2020, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

### 5. COMPENSATION

For the services rendered pursuant to this Agreement, Contractor shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit A attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph 1 (C) of this Agreement.

### 6. BILLING

Contractor shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the information, reasonably requested by SCSB, and SCSB shall pay each invoice within **thirty (30) days** after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor

does not provide a proper invoice; provided, however, that SCSB shall give notice to Contractor that such invoice is deemed improper, and Contractor shall be given:

- (a) details as to why it is considered improper,
- (b) instruction as to how Contractor can correct such invoice to make it proper, and
- (c) the opportunity to submit a corrected invoice to be paid for services performed.

## 7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information; and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act to the extent applicable to Contractor. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to Contractor.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Contractor, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

## 8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies.

**Level II Background Check** – Any vendor providing services under this contract who will (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or

control of school funds, that person shall have a **Level II background check** submitted through the Suwannee County School Board. Documentation of clearance will be on file in the Department of Human Resources in the Suwannee County School Board office. **The contractor shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that the successful contractor substituted an unapproved worker for an approved worker, the vendor's contract may be cancelled immediately at the instructions of the Suwannee County School Board.

9. AUDITS, RECORDS, AND RECORDS RETENTION

The District or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Contractor shall make such documents and records available to SCSB upon reasonable notice from SCSB and such audit and all costs pertaining thereto including, but not limited to, photocopies, travel, shipping, shall be at SCSB's cost.

- A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.
- B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- C. That completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.
- D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.
- E. That persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

10. INDEMNIFICATION

Contractor shall indemnify and hold harmless SCSB from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or relating to bodily injury to or death of any person or loss of or damage to real or tangible personal property or the environment to the extent that such third party claim, suit, damage, or expense was proximately caused by any negligent act or omission on the part of Contractor, its agents or employees.

11. DEBARMENT & SUSPENSION

Suwannee County School Board certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

12. TERMINATION

- A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.
- B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.
- C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:
  - (i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staff's professional license or certification, in the State of Florida, or
  - (ii) conduct by Contractor or any of Contractor's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole judgment, be prejudicial to the best interests and welfare of SCSB or its students;
  - (iii) breach by Contractor or any Contractor staff of the confidentiality provisions of Section 7 hereof.
- D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs 1 (B), 2, 5, 10, 13, and 15.



13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the prevailing party shall be entitled to its attorneys' fees, costs, expenses, out-of-pocket disbursements incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, which shall be determined by the court in such litigation by the court alone on a post-trial motion. In the event that a court shall direct the parties to this Agreement to mediation with respect to any issue, each party shall split equally the fees, costs and expenses of the mediator.---

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties 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.

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

17. 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 Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when actually received in the United States mail, postage prepaid, addressed as follows:

If to SCSB: The School Board of Suwannee County Florida  
c/o Ted L. Roush, Superintendent  
1729 Walker Avenue, SW, Suite 200  
Live Oak, FL 32064

Copy to: Mr. Leonard J. Dietzen, III  
Rumberger, Kirk & Caldwell  
Attorney for Suwannee County School Board  
101 North Monroe Street, Suite 120  
Tallahassee, FL 32301

Contractor: Resolutions in Special Education, Inc.  
Julie J. Weatherly  
6420 Tokeneak Trail  
Mobile, Alabama 36695

18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

19. CAPTIONS

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

20. ASSIGNMENT; BINDING EFFECT

Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Contractor's rights, duties or obligations under this Agreement without the prior written consent of SCSB, and any assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

21. RELEASE OF STUDENT RECORDS

By signature, Contractor assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

22. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT B which is incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**SUWANNEE COUNTY SCHOOL BOARD**

\_\_\_\_\_  
Ed daSilva, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ted L. Roush, Superintendent

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

**CONTRACTOR**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Julie J. Weatherly, Owner  
Resolutions in Special Education, Inc.

\_\_\_\_\_  
Type or Print Name of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT A

**SERVICES PROVIDED:**

See attached proposal for the 2019-2020 school year regarding the specifics related to contract services and fees for ESE Program Consultations with RISE.

**CONTRACTOR FEDERAL IDENTIFICATION NUMBER:** 38-3736429

IRS Form W-9 on file

**FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:**

IDEA Part B Grant

***PROPOSAL TO THE SCHOOL BOARD OF SUWANNEE COUNTY FROM RESOLUTIONS IN SPECIAL EDUCATION, INC. FOR PROFESSIONAL AND TECHNICAL SERVICES FOR ESE PROGRAM CONSULTATIONS 2019-2020 SCHOOL YEAR***

***I. BACKGROUND INFORMATION***

The Director of Student Services has identified the need to receive consultative services in the areas of:

Procedures, policies and forms to comply with IDEA law, implementing regulations found at 34 CFR Part 300 and State Board of Education Rules, as they are revised, re-interpreted and promulgated.

Compliance and parent literature, in order for the ESE Department to continue to be perceived as a family friendly structure providing excellent and timely support and information to families of students with disabilities (SWD).

***II. PRODUCTS AND SERVICES***

The Consultant, RISE, Inc., shall provide the following products and/or services according to the timelines specified herein:

1. Provide sample policies, procedures and forms to implement IDEA law, regulations, and State rules affecting programs for SWDs in Suwannee County. Timelines are ongoing and as they happen, based on effective dates of regulations and rules. Provide sample forms and procedures of a compliance nature that are warranted and/or requested based on IDEA, self-assessment, or State rules and Special Programs and Procedures (SP&P) Document. Be onsite on designated days as needed and requested for staff development and/or to meet with the Director of Student Services and staff to facilitate any revisions to the Admissions and Placement Manual for Suwannee County.
2. Provide ~~sample~~ parent newsletters, if needed, ~~containing~~ information about compliance issues and programs affecting SWDs on a quarterly basis, with Fall 2019, Winter 2019, Spring 2020 and Summer 2020 editions.
3. Throughout the term of this agreement, be available for ongoing telephone and email consultation with the Director of Student Services.

Services provided by RISE under this Contract are not considered legal services and will not include the provision of legal services. Rather, these services are considered consultative in nature only and the district must consult with its local school board attorney for legal advice. Should RISE be needed to provide actual legal services, such as representation in a legal proceeding (such as a due process hearing, mediation or resolution session), legal research related to a specific matter, etc., such services will be provided in conjunction with the local school board attorney and pursuant to a separate Agreement or Contract and in accordance with applicable rules and provisions of the Florida Bar and relevant laws.

***III. DISTRICT RESPONSIBILITIES***

1. Make all arrangements pertaining to technical review of products and coordinate in-house formative reviews of documents.
2. Designate Mrs. Debbie Land, Director of Student Services, to provide direction to the Consultant and approve all drafts and invoices for payment.
3. To provide onsite duplication, supplies, word processing and facilities as needed by the Consultant.
4. To provide the Consultant with requested documents and data and to conduct other such tasks as to facilitate product development.

***IV. BUDGET***

The term of this agreement commences upon proposal approval/issuance of a purchase order, and terminates June 30, 2020.

I. Consultation Fees

Total-\$8,500

Payments to be requested according to a mutually agreeable schedule.

***Respectfully Submitted:***

\_\_\_\_\_  
Julia J. Weatherly, President, Resolutions in Special  
Education, Inc. (RISE); FEIN 38-3736429

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved, Debbie Land, Director  
Student Services

\_\_\_\_\_  
Date

**EXHIBIT B**

**Public Records Law Requirements  
under Chapter 119.0701, Florida Statutes (2018)**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2018), 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 (2018), for additional record keeping requirements.

**REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES**

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

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

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes (2018).

## SUWANNEE COUNTY SCHOOL BOARD

### PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made as of the date of execution by and between the School Board of Suwannee County, Florida ("SCSB"), and Specialized Education Associates, LLC, formerly Independent Training for the Blind, Inc. ("Contractor").

#### WITNESSED:

WHEREAS, SCSB operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

#### 1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

A. SERVICES: SCSB hereby engages Contractor to provide educational consulting services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

#### B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

- (i) Contractor and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.
- (ii) Contractor and staff shall not be required to perform services in any order or sequence specified by SCSB.



- (iii) Contractor and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.
- (iv) Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.
- (v) Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.
- (vi) The Contractor and staff shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.

C. DOCUMENTATION: Contractor shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by SCSB.

## 2. REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

- A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;
- B. None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.
- C. Contractor shall perform the services required hereunder in accordance with:
  - (i) all applicable federal, state, and local laws, rules, and regulations;
  - (ii) all applicable policies of: SCSB;
  - (iii) all applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS;
- D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and
- E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with

the provision of services under this Agreement; and

F. All Contractor staff shall comply with all applicable terms of this Agreement.

### 3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto; and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

### 4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on July 1, 2019 and ending June 30, 2020, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

### 5. COMPENSATION

For the services rendered pursuant to this Agreement, Contractor shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit B attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph I (C) of this Agreement.

### 6. BILLING

Contractor shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the information, reasonably requested by SCSB, and SCSB shall pay each invoice within thirty (30) days

after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice; provided, however, that SCSB shall give notice to Contractor that such invoice is deemed improper, and Contractor shall be given:

- (a) details as to why it is considered improper,
- (b) instruction as to how Contractor can correct such invoice to make it proper, and
- (c) the opportunity to submit a corrected invoice to be paid for services performed.

## 7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing; any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act to the extent applicable to Contractor. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to Contractor.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Contractor, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

## 8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies. **Level II Background Check** – Any vendor providing services under this contract who will (1) be at a

school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds, that person shall have a **Level II background check** submitted through the Suwannee County School Board. Documentation of clearance will be on file in the Department of Human Resources in the Suwannee County School Board office. **The contractor shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that the successful contractor substituted an unapproved worker for an approved worker, the vendor's contract may be cancelled immediately at the instructions of the Suwannee County School Board.

#### 9. AUDITS, RECORDS, AND RECORDS RETENTION

The District or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Contractor shall make such documents and records available to SCSB upon reasonable notice from SCSB and such audit and all costs pertaining thereto including, but not limited to, photocopies, travel, shipping, shall be at SCSB's cost.

- A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.
- B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- C. That completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.
- D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.
- E. That persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

## 10. INDEMNIFICATION

Contractor shall indemnify and hold harmless SCSB from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or relating to bodily injury to or death of any person or loss of or damage to real or tangible personal property or the environment to the extent that such third party claim, suit, damage, or expense was proximately caused by any negligent act or omission on the part of Contractor, its agents or employees.

## 11. DEBARMENT &amp; SUSPENSION

Suwannee County School Board certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

## 12. TERMINATION

- A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.
- B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.
- C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:
  - (i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staff's professional license or certification, in the State of Florida, or
  - (ii) conduct by Contractor or any of Contractor's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole judgment, be prejudicial to the best interests and welfare of SCSB or its students;
  - (iii) breach by Contractor or any Contractor staff of the confidentiality provisions of Section 7 hereof.
- D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such

termination: Paragraphs 1 (B), 2, 5, 10, 13, and 15.

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the prevailing party shall be entitled to its attorneys' fees, costs, expenses, out-of-pocket disbursements incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, which shall be determined by the court in such litigation by the court alone on a post-trial motion. In the event that a court shall direct the parties to this Agreement to mediation with respect to any issue, each party shall split equally the fees, costs and expenses of the mediator.

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties 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.

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

17. 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 Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when actually received in the United States mail, postage prepaid, addressed as follows:

If to SCSB: The School Board of Suwannee County Florida  
c/o Ted L. Roush, Superintendent  
1729 Walker Avenue, SW, Suite 200  
Live Oak, FL 32064

Copy to: Mr. Leonard J. Dietzen, III  
Rumberger, Kirk & Caldwell  
Attorney for Suwannee County School Board  
101 N Monroe Street, Suite 120  
Tallahassee, FL 32301

Contractor: Specialized Education Associates, LLC  
Elizabeth Wilson  
2652 S. Hannon Hill Drive  
Tallahassee, FL 32309

18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

19. CAPTIONS

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

20. ASSIGNMENT; BINDING EFFECT

Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Contractor's rights, duties or obligations under this Agreement without the prior written consent of SCSB, and any assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

21. RELEASE OF STUDENT RECORDS

By signature, Contractor assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

22. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT C which is incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**SUWANNEE COUNTY SCHOOL BOARD**

\_\_\_\_\_  
Ed daSilva, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ted L. Roush, Superintendent

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

**CONTRACTOR**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Elizabeth Wilson, President  
Specialized Education Associates, LLC

\_\_\_\_\_  
Type or Print Name of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**EXHIBIT A**

**SERVICES PROVIDED:**

- 1) Assure that services are in accordance with the IEP for each student.
- 2) Ensure that written evaluations and student records are the property of the SCSB.
- 3) Plan and prepare lessons and strategies, which support the students IEP as it relates to Orientation and Mobility.
- 4) Identify, select, and modify instructional materials to meet the needs of students.
- 5) Establish and maintain effective record keeping procedures (including but not limited to IEP), assuring access to records which are pertinent to this agreement.
- 6) Consults with diagnosticians, classroom teachers, students, and parents concerning appropriate evaluations, modifications as requested by the district.
- 7) Provide the district with monthly billing by the 15<sup>th</sup> of each month, for services rendered the preceding month. (Unless otherwise approved by Director of Student Services.)
- 8) Attached to the monthly billing will be individual logs for students with a breakdown of time allocated for planning, coordination of staff, instruction and travel clearly noted. All time billed will be signed by a SCSB employee at the point of service. Lesson plan activity notes will be provided for each face to face contact provided to the student.

Provide Instruction for:  
Orientation and Mobility  
Use of low vision devices  
Listening skills  
Concept development (especially for early childhood students)  
Leisure and recreation skills  
Social Skills  
Self-advocacy

In the event that Contractor shall at any time be unable to provide the services under this contract, Independent Training for the Blind may employ a substitute to perform such services, another duly qualified person who will meet employment criteria of Suwannee County School Board. Independent Training for the Blind shall be responsible for compensation of individuals employed as substitutes.

**CONTRACTOR FEDERAL IDENTIFICATION NUMBER: 82-2362877**

**INDIVIDUAL SOCIAL SECURITY NUMBER:**

IRS Form W-9 on file

**FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:**

General Fund (9061) Vision Teacher – Professional & Technical Services

**EXHIBIT B**

**FEE SCHEDULE**

The Suwannee County School Board shall pay \$65.00 per hour for services. Services shall include instruction, planning, and travel. This will be paid monthly upon receipt of billing. Services billed shall not exceed 25 hours per week. All hours billed will be documented by student name, activity as related to instruction, travel, and planning. All billed hours will be signed at the point of service by a SCSB employee.

**EXHIBIT C**

**Public Records Law Requirements  
under Chapter 119.0701, Florida Statutes (2018)**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2018), 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 (2018), for additional record keeping requirements.

**REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES**

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

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

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes (2018).

**SUWANNEE COUNTY SCHOOL BOARD**

**PROFESSIONAL/TECHNICAL  
SERVICES AGREEMENT**

This AGREEMENT is made as of the date of execution by and between the School Board of Suwannee County, Florida ("SCSB"), and Specialized Education Associates, LLC, formerly Independent Training for the Blind, Inc. ("Contractor").

WITNESSED:

WITNESSED:

WHEREAS, SCSB operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. ~~1-~~ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

A. SERVICES: SCSB hereby engages Contractor to provide educational consulting ~~sen-ices-~~ services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of ~~sendees-~~ services by Contractor hereunder.

B. MANNER OF PERFORMANCE OF CONTRACTORS-CONTRACTOR'S SERVICES

- (i) Contractor and staff shall perform all ~~sendees-~~ services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform sendees-services under this Agreement, but shall have full and absolute discretion in such matters.
- (ii) Contractor and staff shall not be required to perform sendees-in-any services in any

order or sequence specified by by SCSB.

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(iii) ~~(iii)~~ Contractor and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.

(iv) ~~(iv)~~ Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.

(v) ~~(v)~~ Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.

(vi) ~~(vi)~~ The Contractor and staff shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.

C. ~~C.~~ DOCUMENTATION: Contractor shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by SCSB.

2. ~~2.~~ REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;

B. None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.

C. Contractor shall perform the services required hereunder in accordance with:

(i) all applicable federal, state, and local laws, rules, and regulations;

(ii) all applicable policies of: SCSB;

(iii) all applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS;

D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and

E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for

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SCSB 2020-48 (REVISED/RENEWAL)

said staff to perform the functions, assigned to him or her by Contractor in connection with

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the provision of services under this Agreement; and ~~F.~~

E. All Contractor staff shall comply with all applicable terms of this Agreement.

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on July 1, ~~2018-2019~~ and ending June 30, ~~2019-2020~~, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

For the ~~sendees services~~ rendered pursuant to this Agreement, Contractor shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit B attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph ~~1-1~~ (C) of this Agreement.

6. ~~6.~~ BILLING

Contractor shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the information, reasonably requested by SCSB, and SCSB shall pay each invoice within thirty (30) ~~days~~ days



after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice; provided, however, that SCSB shall give notice to Contractor that such invoice is deemed improper, and Contractor shall be given:

- (a) details as to why it is considered improper,
- (b) instruction as to how Contractor can correct such invoice to make it proper, and
- (c) the opportunity to submit a corrected invoice to be paid for services performed.

### 7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act to the extent applicable to Contractor. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to Contractor.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Contractor, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

### 8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies. Level II Background Check – Any vendor providing services under this contract who will

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| (1) be at a

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**Level II Background Check**—Any vendor providing services under this contract who will (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds, that person shall have a **Level II background check** submitted through the Suwannee County School Board. Documentation of clearance will be on file in the Department of Human Resources in the Suwannee County School Board office. **The contractor shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that the successful contractor substituted an unapproved worker for an approved worker, the vendor's contract may be cancelled immediately at the instructions of the Suwannee County School Board.

9. 9-AUDITS, RECORDS, AND RECORDS RETENTION

The District or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Contractor shall make such documents and records available to SCSB upon reasonable notice from SCSB and such audit and all costs pertaining thereto including, but not limited to, photocopies, travel, shipping, shall be at SCSB's cost.

- A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.
- B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- C. That completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.
- D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.
- E. That persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

subcontracts and assignments.

## 10. INDEMNIFICATION

Contractor shall indemnify and hold harmless SCSB from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or relating to bodily injury to or death of any person or loss of or damage to real or tangible personal property or the environment to the extent that such third party claim, suit, damage, or expense was proximately caused by any negligent act or omission on the part of Contractor, its agents or employees.

## 11. DEBARMENT & SUSPENSION

Suwannee County School Board certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

## 12. TERMINATION

- A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.
- B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.
- C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:
  - (i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor ~~staffs~~ staff's professional license or certification, in the State of Florida, or
  - (ii) conduct by Contractor or any of Contractor's staff which affects the quality of ~~sen-ices~~ services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole judgment, be prejudicial to the best interests and welfare of SCSB or its students;
  - (iii) breach by Contractor or any Contractor staff of the confidentiality provisions of Section 7 hereof.
- D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and

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SCSB 2020-48 (REVISED/RENEWAL)

obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs 1 (B), 2, 5, 10, 13, and 15.

INFO ONLY

termination: Paragraphs 1 (B), 2, 5, 10, 13, and 15.

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the prevailing party shall be entitled to its attorneys' fees, costs, expenses, out-of-pocket disbursements incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, which shall be determined by the court in such litigation by the court alone on a post-trial motion. In the event that a court shall direct the parties to this Agreement to mediation with respect to any issue, each party shall split equally the fees, costs and expenses of the mediator.

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or ~~written~~ 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~~ written agreement.

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

17. 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 Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when actually received in the United States mail, postage prepaid, addressed as follows:

If to SCSB: The School Board of Suwannee County Florida  
c/o Ted L. Roush, Superintendent  
1729 Walker Avenue, SW, Suite 200  
Live Oak, FL 32064

Copy to: Mr. Leonard J. Dietzen, III  
Rumberger, Kirk & Caldwell  
Attorney for Suwannee County School Board  
101 N Monroe Street, Suite 120  
Tallahassee, FL 32301

Contractor: ~~Independent Training for the~~  
~~Blind~~ Specialized Education  
Associates, Inc.-LLC Elizabeth  
Wilson  
2652 S. Hannon Hill Drive  
Tallahassee, FL 32309

18. ~~18.~~ WAIVER

A waiver by either party ~~part~~ party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

19. ~~19.~~ CAPTIONS

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

20. ~~20.~~ ASSIGNMENT; BINDING EFFECT

Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Contractor's rights, duties or obligations under this Agreement without the prior written consent of SCSB, and any assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

21. RELEASE OF STUDENT RECORDS

By signature ~~By~~ Contractor assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

22. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes ~~(2017)~~ (2018) see EXHIBIT C which is incorporated by reference herein.

# INFO ONLY

SCSB 2020-48 (REVISED/RENEWAL)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this day of Feb, 2018.

day of Feb, 2019.

## SUWANNEE COUNTY SCHOOL BOARD

Ted L. Superintendent Ed daSilva, Chairman

Date

Ted L. Roush, Superintendent

Date

**APR 2 ^ W®**

**APR 2 ^ 2018**

"Approved and Sufficiency  
BY\_

## CONTRACTOR

Leonarji J. Dietzen, m Rumbergeii Kirk & Caldwell, PA. \* Suwannee School Board  
Attorney"

Witness Signature  
the Blind, Inc.

Elizabeth Wilson, President Independent Training for

Date



**INFO ONLY**

SCSB 2020-48 (REVISED/RENEWAL)

Specialized Education Associates, LLC

\_\_\_\_\_  
Type or Print Name of Witness

Date \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

INFO ONLY

# INFO ONLY

SCSB 2020-48 (REVISED/RENEWAL)

## EXHIBIT A

### **SERVICES PROVIDED:**

- 1) Assure that services are in accordance with the ~~IEP~~ IEP for each student.
- 2) Ensure that written evaluations and student records are the property of the SCSB.
- 3) Plan and prepare lessons and strategies, which support the students IEP as it relates to Orientation and Mobility.
- 4) Identify, select, and modify instructional materials to meet the needs of students.
- 5) Establish and maintain effective record keeping procedures (including but not limited to IEP), assuring access to records which are pertinent to this agreement.
- 6) Consults with diagnosticians, classroom teachers, students, and parents concerning appropriate evaluations, modifications as requested by the district.
- 7) Provide the district with monthly billing by the 15<sup>th</sup> of each month, for services rendered the preceding month. (Unless otherwise approved by Director of Student Services.)
- 8) Attached to the monthly billing will be individual logs for students with a breakdown of time allocated for planning, coordination of staff, instruction and travel clearly noted. All time billed will be signed by a SCSB employee at the point of service. Lesson plan activity notes will be provided for each face to face contact provided to the student.

Provide Instruction for:  
Orientation and Mobility  
Use of low vision devices  
Listening skills  
Concept development (especially for early childhood students)  
Leisure and recreation skills  
Social Skills  
Self-advocacy

In the event that Contractor shall at any time be unable to provide the services under this contract, Independent Training for the Blind may employ a substitute to perform such services, another duly qualified person who will meet employment criteria of Suwannee County School Board. Independent Training for the Blind shall be responsible for compensation of individuals employed as substitutes.

**CONTRACTOR FEDERAL IDENTIFICATION NUMBER:** 61-1455495

**INDIVIDUAL SOCIAL SECURITY NUMBER:**

IRS Form ~~W-9~~ W-9 on file.

**FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:**

General Fund (9061) Vision Teacher — Professional & Technical Services

**EXHIBIT B**

**FEE SCHEDULE**

The Suwannee County School Board shall pay \$65.00 per hour for services. Services shall include instruction, planning, and travel. This will be paid monthly upon receipt of billing. ~~Sendees~~ Services billed shall not exceed ~~20-25~~ hours per week. All hours billed ~~will~~ will be documented by student name, activity as related to instruction, travel, and planning. All billed hours will be signed at the point of ~~sendee~~ service by a SCSB employee.

INFO ONLY

**EXHIBIT C**

**Public Records Law Requirements  
under Chapter 119.0701, Florida Statutes (~~2017~~2018)**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, ~~VICKIE.DEPRATTER@SUWANNEE.K12.FL.US~~ VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section ~~119.0701(1)(a)~~, 119.0701(1)(a), Florida Statutes (~~2017~~2018), 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~~ services. See Section ~~119.0701(2)(b)~~ 119.0701(2)(b)4, Florida Statutes (~~2017~~2018), for additional record keeping requirements.

**REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES**

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

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

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes (~~2017~~2018).

# INFO ONLY

Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	6/11/2019 9:23:27 AM
Comparison Time	1.18 seconds
compareDocs version	v4.2.300.9

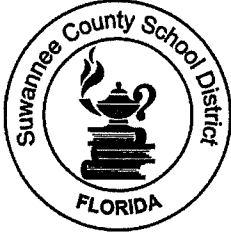
Sources	
Original Document	\\HomeDirs01\Users\$cduquette\_My Settings\Desktop\Compare Contract\SCSB 2019-02 Independent Training for Blind Fully Executed.pdf
Modified Document	\\HomeDirs01\Users\$cduquette\_My Settings\Desktop\Compare Contract\SCSB 2020-48 Spec. Ed. Assoc.pdf

Comparison Statistics	
Insertions	25
Deletions	22
Changes	52
Moves	0
TOTAL CHANGES	99

Word Rendering Set Markup Options	
Name	Standard
<u>Insertions</u>	
<u>Deletions</u>	
<u>Moves / Moves</u>	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	Color only.
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	Track Changes
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
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True

# SUWANNEE COUNTY SCHOOL DISTRICT



1729 Walker Avenue, SW, Suite 200 • Live Oak, Florida 32064  
Telephone: (386) 647-4600 • Fax: (386) 364-2635  
www.suwannee.k12.fl.us

**TED L. ROUSH**  
Superintendent of Schools

*"Suwannee County School District will be a system of excellence ensuring all students are prepared for personal success."*

**JERRY TAYLOR**  
DISTRICT 1

**CATHERINE CASON**  
DISTRICT 2

**TIM ALCORN**  
DISTRICT 3

**ED DA SILVA**  
DISTRICT 4

**RONALD WHITE**  
DISTRICT 5

**LEONARD J. DIETZEN, III**  
BOARD ATTORNEY

## MEMORANDUM

*TR/BP*  
**TO:** Ted L. Roush, Superintendent of Schools  
*WJ*  
**FROM:** Walter Boatright, Director of Human Resources  
**DATE:** June 4, 2019  
**RE:** Human Resources Transactions for June 25, 2019 Regular Meeting

### RECOMMENDATION:

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

**SUWANNEE COUNTY SCHOOL BOARD**  
**Human Resources Transactions**  
**June 25, 2019**

**TO:** District School Board of Suwannee County

**FROM:** Ted Roush /TR  
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 2018-2019 SCHOOL YEAR:**

**RESIGNATION: ADMINISTRATIVE:**

District Office:

James Fike, Coordinator of Opportunity Schools, effective June 28, 2019

**RESIGNATIONS: INSTRUCTIONAL:**

Branford Elementary School:

Dana Putnal, Guidance Counselor, effective June 21, 2019

Branford High School:

Laura Merritt, Teacher, effective July 31, 2019

Student Services:

Hannah Deas, Speech-Language Pathologist, effective June 3, 2019

Suwannee High School:

Mallory Morgan, Agriculture Teacher, June 30, 2019

**RESIGNATION: NON-INSTRUCTIONAL/SCHOOL RELATED:**

Suwannee Elementary School:

Elizabeth Romulo, ELL Paraprofessional, effective May 30, 2019

**RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:**

RIVEROAK Technical College:

Claudies Ivey III, Head Custodian, effective June 4, 2019

REPLACES: Robert George

Suwannee Intermediate School:

Kelsey Leighton, Custodian, temporary, effective June 3, 2019

REPLACES: Timothy Rickett

Transportation:

Christina Jones, Bus Driver, effective May 16, 2019

REPLACES: Kimberly Peek

**SUPPLEMENTARY:**

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>REPLACES</u>
Belinda Fries	9 <sup>th</sup> Grade Class Sponsor	SHS	
Mandi Howard	Yearbook Sponsor	BES	
Kevin Lewis	Head Boys Track Coach ½	SMS	Terrance Derico
Audrey Marshall	11 <sup>th</sup> Grade Class Sponsor	SHS	
Megan Roush	HOSA Sponsor	SHS	

**LEAVE OF ABSENCE (FAMILY AND MEDICAL LEAVE):**

Suwannee Intermediate School:

Timothy Rickett, Custodian, tentatively June 18, 2019 through June 27, 2019, without pay, with the option of returning sooner if released by the doctor.

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

Suwannee Primary School:

Geraldine Thomas, Paraprofessional, February 7, 2019 through February 8, 2019, February 11, 2019 through February 15, 2019 and February 19, 2019 through February 21, 2019, for a total of 72.50 hours.

**TERMINATION:**

Suwannee Middle School:

Melissa Carter, Custodian, effective June 13, 2019

**SUMMER TERM 2018-2019:**

**RECOMMENDATIONS: INSTRUCTIONAL:**

Branford Elementary School:

Stephanie Knighton, Teacher, Summer Reading Camp

Branford High School:

Stefani Santos, Teacher, Credit Recovery

Abby Warren, Teacher, Credit Recovery

District-wide:

Belinda Fries, Teacher, Title IV Summer School

Tammy Neil, Teacher, Title IV Summer School



## **RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:**

### **Facilities Department:**

Charles Wadford, Summer Day Laborer

### **District-wide:**

Brant Jessup, Paraprofessional, STEM Camp

Michele Lambert, Paraprofessional, Credit Recovery

## **MISCELLANEOUS:**

### **Branford High School:**

Approval for Dawn Eakins to work up to 50 additional hours in the summer to continue her duties as a Guidance Counselor, funded by Federal Grants.

### **Curriculum:**

Approval for Kelli Williams and Keith Stavig to each work up to 80 additional hours this summer, funded by Federal Grants.

### **District-wide:**

Approval to provide four summer workdays for FFA activities, at the instructional rate of pay for Anne Etcher, Branford High School Agriculture Instructor and Katheryn Quincey, Suwannee Middle School Agriculture Instructor to be funded by the Carl D. Perkins Grant.

### **Suwannee Intermediate School:**

Approval for Wendy Stevens to work up to 25 additional hours this summer, funded by Federal Grants.

### **Suwannee Middle School:**

Approval for Linda Strait to work up to 60 additional hours for administrative transition at Suwannee Middle School.

**End of Summer Term List  
2018-2019  
School Year**

## **VOLUNTEERS:**

Jessica Alcorn

Deborah Davis

Rueben Johnson

Cameron Potter

Tara Bronson

Michael Driver

Morgan Nickerson

Felisha Williams

John Buda

Rebecca Holland

Casey Owens

**End of List  
2018-2019  
School Year**

## **RECOMMENDATIONS FOR THE 2019-2020 SCHOOL YEAR:**

### **RECOMMENDATION: ADMINISTRATIVE:**

Kendra Crews, MTSS Coordinator, effective July 1, 2019  
REPLACES: Elizabeth Johnston

### **RECOMMENDATIONS: INSTRUCTIONAL:**

Branford Elementary School:  
Lura Sapp, Teacher, effective August 5, 2019  
REPLACES: Linda Aderholt

Student Services:  
Michelle Adams, Speech and Language Pathologist, effective August 5, 2019  
REPLACES: Brittany Busby  
Kelly Jackson, Speech and Language Pathologist, effective August 5, 2019  
REPLACES: Hannah Deas  
Elizabeth Johnston, Staffing Specialist, effective July 29, 2019  
REPLACES: Toni Greenberg

Suwannee Middle School:  
Kimberly Boatright, Dean of Students, effective August 5, 2019  
REPLACES: Vacant

### **TRANSFERS/REASSIGNMENTS:**

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>EFFECTIVE</u>	<u>REPLACES</u>
Brittney Shearer	SMS/Teacher	SHS/Teacher	8/05/2019	Kimberly Boatright

### **RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:**

Suwannee Primary School:  
Tresca Anderson, Lead Pre-K Paraprofessional, effective August 6, 2019  
REPLACES: Traci Davis

### **LEAVE OF ABSENCE (FAMILY AND MEDICAL LEAVE):**

Suwannee Intermediate School:  
Timothy Rickett, Custodian, tentatively July 1, 2019 through July 26, 2019, without pay, with the option of returning sooner if released by the doctor.

**PART-TIME/HOURLY EMPLOYEES:**

Approval for the following employees for the first term 2019-2020

**RIVEROAK TECHNICAL COLLEGE PART-TIME/HOURLY EMPLOYEES**

**July 1, 2019-December 31, 2019:**

**ADULT EDUCATION**

Robbin Chapman	ABE/GED Prep
Tracy Henderson	ABE/GED Prep
Angie Hester	ABE/GED Prep
Kathy Smith	ABE/GED Prep
Darryl Cannon	Adult Basic Education
Glenda Cranford	Adult Basic Education
Pam Poole	Chief GED Test Examiner
Richard Crockett	ESOL
Jennifer Floyd	GED Test Proctor/TABE Test Examiner
Laura Hernandez	TABE Test Examiner
Ta-Trease Sapp	TABE Test Examiner
Jeff Lee	Test Administrator/Transition Specialist

**CAREER AND TECHNICAL EDUCATION**

Susan Morgan	Patient Care Technician/Practical Nursing/I.V. Therapy
Greta Thornton	Nail Technician
Kevin Mercer	Welding
Tommy Taylor	Welding
Marivic Blackwell	Phlebotomy
Kelly Grimes	Practical Nursing/Patient Care Technician Clinical Instructor
Hildelita Warren	Practical Nursing/Patient Care Technician Clinical Instructor/I.V. Therapy

**COMMUNITY EDUCATION (Pending class enrollment)**

Debbie Scott	Cake Decorating
Virginia Crews	CPR
Natasha Pittman	Computer Applications
Margaret Wooley	Wreath making
Vanessa Grantham	Crochet/ Stained Glass
Wayne Musgrove	Gun Safety/Concealed Weapons
Donna Bass	Community Education Coordinator
Dana Tidwell	Community Education Assistant
Belinda Fries	Computer Technology / Computer Safety
Kevin Constanza Renderos	Conversational Spanish
Kevin Mercer	Welding Art
Tommy Taylor	Welding Art
Derwin Bass	Basic car, home and/or shop maintenance
Julie Dees	Culinary, Cake Decorating
Stasia Dupree	Essential Oils
John Sinclair	Culinary
Becky Raymond	Basic Computers
LaDon Terry	Floral
Melinda Polbos	Culinary

Melissa Hottenstein	Sign Language
Logan Hart	Photography
Ramona Land	IV Therapy
Nancee Murrah	IV Therapy

**LEAVE OF ABSENCE (FAMILY AND MEDICAL LEAVE/MATERNITY):**

**Suwannee Primary School:**

Kiara Davis, Teacher, tentatively September 16, 2019 through December 15, 2019, with the option of returning sooner.

**SUPPLEMENTARY:**

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>REPLACES</u>
Derwin Bass	SkillsUSA	RTC	
Michael Bresk	SkillsUSA	RTC	
Theresa Gill	SkillsUSA	RTC	
LaDonna Holmes	CDA	RTC	
M'Alice Julius	LPN	RTC	
Mona Kelley	SkillsUSA	RTC	
Ashley Kirby	CDA	RTC	
Marissa Lane	CDA	RTC	
Jeffrey Lee	SkillsUSA	RTC	
Janie Maxwell	SkillsUSA	RTC	
Kevin Mercer	SkillsUSA	RTC	
Susan Morgan	LPN	RTC	
Malcolm Pollock	Varsity Boys' Basketball Coach	SHS	Jeremy Ulmer
Pamela Poole	SkillsUSA	RTC	
William Ragan II	SkillsUSA	RTC	
Thomas Shea	SkillsUSA	RTC	
Patricia Sullivan	SkillsUSA	RTC	
Kimberly Thomas	SkillsUSA	RTC	
Jeremy Ulmer	SkillsUSA	RTC	

**SUBSTITUTE:**

The following to serve as Substitute Bus Attendant:  
Bruce Kemmerer

**CONTRACT RECOMMENDATIONS:****SCHOOL ADMINISTRATOR 3-YEAR CONTRACT:****TERM**

Keri Bean	12
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**ANNUAL INSTRUCTIONAL CONTRACTS:****Branford High School:**

Timothy Clark	12
Carlos Diaz	10
Monica Jackson	10
Cara Soride	10
**Tommy Taylor	10

**RIVEROAK Technical College:**

**M' Alice Julius	12
**Kevin Mercer	10
**Katie Miller	12
**Susan Morgan	12
**Greta Thornton	10
**Traci West	12
**Suzanne Wilson	12

**Suwannee Elementary School:**

Takesha Patrick	10
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**Suwannee High School:**

Sherry Dean	10
Belinda Fries	10
**Holly Gamble	10
Cletia Hamby	10
**Megan Roush	10

\*\*Non-certificated

**Suwannee Intermediate School:**

Justin Bruce	10
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**RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:**

The following contracts and term status are granted as indicated below:  
Job titles are 2019-2020 appointments and for placement on a salary schedule:

<u>Name</u>	<u>Position</u>	<u>Contract</u>	<u>Term</u>
<u>Branford High School:</u>			
Deborah Yates	Paraprofessional	C	9
<u>RIVEROAK Technical College:</u>			
Claudies Ivey III	Head Custodian	C	12
<u>Transportation:</u>			
Robin Hein	Bus Driver	A	9

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

## CHAPTER 5.00 – STUDENTS

### EXPULSION OF STUDENTS

5.12

#### POLICY:

The school principal may recommend to the Superintendent 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 the School Board employee; violence against persons or property; giving or selling intoxicating beverages, controlled substances, drugs or counterfeit drugs to any person on school grounds or at any school-sponsored activity; threatening or using a weapon against any person; conviction of a felony; and any other act which substantially disrupts the orderly conduct of the school, and any Level III and/or IV violation of the code of student conduct. The school principal or designee shall recommend to the Superintendent, the expulsion of any student who has violated School Board rules which require expulsion. Mandatory expulsion includes, but is not limited to giving or selling intoxicating beverages, controlled substances, drugs, or counterfeit drugs to any person on school grounds or at any school-sponsored activity; threatening or using a weapon against any person; any felonious act; conviction of a felony; and any second offense of possessing or under the influence of intoxicating beverages, controlled substances, drugs, or counterfeit drugs on school grounds or at any school-sponsored activity.

- A. The following procedures shall be observed when a student is suspended with a recommendation of expulsion:
  - 1. The Superintendent or designee shall receive and review recommendations for expelling a student from the school principal or designee who is directly charged with the supervision of the student concerned. These recommendations shall be submitted in writing to the Superintendent by the individual and shall indicate the grounds for the recommendation. The student's parent(s) ~~or legal guardian~~ or the adult student shall be notified in writing to inform them of the recommendation and to provide a reasonable opportunity to meet with the principal to discuss the recommendation and

## ***CHAPTER 5.00 – STUDENTS***

shall receive a copy of the recommendation submitted to the Superintendent. Such notification shall be sent by certified mail or by regular mail if the parent(s) ~~or legal guardian(s)~~ or the adult student has been notified in person.

2. A preliminary investigation shall be conducted in accordance with the following.
  - a. The Superintendent shall direct an investigation based on the school's recommendation within five (5) school days of receipt of a recommendation for expulsion. The student's parent(s) ~~or legal guardian~~ or adult student shall be informed that the investigation is being conducted in a manner reasonably calculated to notify them. The Superintendent or designee may extend an existing school suspension pending the results of the investigation when reasonable belief exists that the student's return to school or continued attendance at school is detrimental to the student, school staff, and other students or tends to interrupt the orderly conduct of the educational process.
  - b. The Superintendent shall inform the student's parent(s) ~~or legal guardian~~ or adult student by certified mail of the suspension or extended suspension. If requested, the student's parent(s) ~~or legal guardian~~ or adult student shall be given a hearing with the Superintendent or his / her staff to challenge the extension or imposition of a suspension. Such hearing shall be informal in nature and shall be granted upon an oral or written request.
  - c. All interested parties shall be immediately informed in an appropriate manner when the Superintendent's investigation reveals that no reasonable basis exists for an expulsion recommendation to the School Board. The student shall immediately be readmitted to school with no penalty imposed for absences related to the



## ***CHAPTER 5.00 – STUDENTS***

investigation; this does not include the initial school suspension if reasonable in nature. Student records shall be properly annotated to indicate that grounds for expulsion were insufficient.

- d. All necessary school personnel shall cooperate in the investigation. Inquiries shall be made into alternatives to expulsion before further proceedings are initiated. The student's parent(s) ~~or legal guardian~~ or adult student shall be informed of any feasible alternatives and appropriate changes shall be made in the student's assignment or program to avoid expulsion proceedings. Any changes shall be based upon sound educational reasons and upon a reasonable belief that such a change will alleviate the problems leading to the school expulsion recommendation.
  - e. The Superintendent may develop routine procedures and forms for gathering data relating to expulsions. Such forms and procedures shall be internal administrative matters.
  - f. Investigations shall be conducted with deliberate speed, considering the nature of the facts underlying the school's recommendation and the characteristics of the student and his / her program.
3. Charges and the notice of the right to a hearing shall be governed by the following:
- a. Charges shall be made when a preliminary investigation is completed and there is reason to believe grounds exist for expulsion. The basis of the charges shall be specified with the Superintendent's recommended action,

## ***CHAPTER 5.00 – STUDENTS***

including specific allegations of fact to support the recommendation.

- b. Charges shall be served upon the student's parent(s) ~~or legal guardian~~ or adult student in a manner reasonably calculated to inform him/her of the charges. Certified mail addressed to the last known address of the parent(s) ~~or legal guardian~~ or adult student shall be considered sufficient notice.
  - c. The student's parent(s) ~~or legal guardian~~ or adult student shall be notified, in writing, of a proposed hearing date and of the right to an administrative hearing, in accordance with the provisions of chapter 120.57(1), Florida Statutes, before the School Board, if they desire to dispute the material allegations of fact contained in the charges and the recommendation of expulsion. To request a hearing, the parent(s) ~~or legal guardian~~ or adult student shall file a written request for a hearing with the Superintendent's office at the specified address and before a certain date and time identified in the notice. Failure to timely request a hearing, in writing, shall be considered a waiver of the student's right to a hearing to contest the charges.
  - d. The student's parent(s) ~~or legal guardian~~ or adult student who timely requests a hearing shall be notified in a manner calculated to inform him / her of the time, place, and nature of the hearing, including a statement of the legal authority and jurisdiction under which the hearing is to be held, a reference to the particular sections of the Florida Statutes and State Board of Education Rules involved, and specific references to School Board Rules.
3. A hearing shall be conducted pursuant to the following:

## ***CHAPTER 5.00 – STUDENTS***

- a. The hearing shall be governed by Florida Statutes relating to administrative procedures.
  - b. The School Board chairperson may direct the Superintendent, an administrative staff member, or the School Board attorney to present the evidence and testimony to the School Board in support of the Superintendent's recommendation for expulsion.
  - c. Reasonable flexibility in method or order of presentation shall be permitted. No parent, ~~legal guardian~~, or adult student shall be prohibited from presenting reasonable matters to the School Board because of unsubstantiated procedural irregularities.
  - d. No parent, ~~legal guardian~~, or adult student shall be prohibited from being represented at the hearing by an adult, whether as legal counsel or qualified representative.
  - e. The School Board shall be the finders of fact and shall make conclusions of law based on competent substantial evidence presented at the hearing. Nothing herein shall prevent the School Board from seeking the advice or counsel of the attorney assisting it at the hearing. The School Board may indicate its finding of facts and conclusions of law to a School Board employee who shall write a final order for submission to the School Board for approval or modification.
5. Any student who is being considered for dismissal shall be accorded due process of law prior to dismissal. This shall include the following:
- a. A written copy of the charges against the student;

## ***CHAPTER 5.00 – STUDENTS***

- b. The offer of a hearing at which the student may call witnesses and present evidence in the student's own behalf;
  - c. The right to cross-examine witnesses;
  - d. The right to defend the student's actions;
  - e. Legal counsel at the student's expense to assist the student in presenting a defense; and,
  - f. A written copy of the School Board's findings or action.
6. The following shall apply to informal proceedings on undisputed facts:
- a. The student's parent(s) ~~or legal guardian~~ or the adult student may request, in writing, that an informal proceeding be conducted before the School Board when the facts alleged in the charges upon which the Superintendent's recommendation is based are not disputed. The student's parent(s) ~~or legal guardian~~ or the adult student shall file a written request for informal proceeding before a date and time certain with the Superintendent's office as provided in the notice. Failure to timely file a written request for an informal proceeding shall be deemed a waiver of the student's rights to an informal proceeding before the School Board.
  - b. Notification of the right to informal proceedings shall be given in the same manner as in the notice of right of hearings of disputed fact. The Superintendent, acting for the School Board, may establish a date for the informal proceeding to provide timely information on proceedings of the charges. Acceptance of the informal proceeding date by the student's parent(s) ~~or legal guardian~~ or the

## ***CHAPTER 5.00 – STUDENTS***

adult student shall be deemed waiver of the notice requirements as to time. The hearing shall not be held in a manner calculated to cause inadequate preparation time. Fourteen (14) days shall be deemed sufficient preparation time unless an objection is timely raised; the days shall be calculated from the day immediately following the actual personal notice or posting of the notice by certified mail.

- c. An informal proceeding shall be held before the School Board on the date proposed in the notice of right of informal proceeding when a timely request for an informal proceeding is filed. At the informal proceeding before the School Board, the student's parent(s) ~~or legal guardian~~, the adult student, or the legal counsel or representative may present written or oral evidence in opposition to the Superintendent's recommendation for expulsion is based. The School Board shall consider any oral testimony or written statements submitted by the parties and render a final order in the same manner as in formal hearings of disputed fact.
- 7. The Superintendent shall notify the student's parent(s) ~~or legal guardian~~ or the adult student of the official School Board action by certified mail with reasonable speed and include a copy of the School Board's final order. The notice shall inform the student's parent(s) ~~or legal guardian~~ or the adult student of his / her right to appeal the School Board's final order to the District Court of Appeal.
- 8. Other provisions for dismissal proceedings shall include the following:
  - a. The School Board may establish a set hearing time for routine consideration of matters of expulsion.

## ***CHAPTER 5.00 – STUDENTS***

- b. Any student who commits an act on school grounds or on a school bus which results in suspension during the last week of school shall be suspended for the remaining number of days of the suspension period when school opens the following year.
  - c. Any student who is suspended for the fourth (4<sup>th</sup>) time in a school year may be referred to the Superintendent for possible expulsion. After a student receives the third (3<sup>rd</sup>) suspension, the principal shall notify the parent(s) ~~or legal guardian~~ by telephone, conference, or by certified letter and explain the next suspension may result in a recommendation for dismissal. In all cases, telephone conferences shall be documented in writing.
- 9. A student who is expelled from the District by School Board action shall not be afforded a rehearing before the School Board unless prior evidence is proven to be false or new evidence is substantiated that was omitted from the original hearing. A request for rehearing shall be made by the parent(s) ~~or legal guardian~~ to the Superintendent or designee. The Superintendent's office shall determine whether the expulsion shall be reheard by the School Board.
- B. The Superintendent may recommend to the School Board expulsion of a student who is found guilty of a felony. Provided, however, any student subject to discipline or expulsion for the unlawful possession or use of any substance controlled under chapter 893, Florida Statutes, shall be entitled to a waiver of the discipline or expulsion if he / she divulges information leading to the arrest and conviction of the person who supplied such controlled substance or if he/she voluntarily discloses the unlawful possession of such controlled substance prior to arrest.
- C. Provisions for the expulsion of exceptional education students shall be described and set forth in the Code of Student Conduct.

## ***CHAPTER 5.00 – STUDENTS***

1. The dismissal of an exceptional education student shall not result in a complete cessation of educational services; the District is responsible for providing the dismissed student's education during the expulsion in accordance with a revised individual education plan (IEP).
2. The following procedures shall be followed for the expulsion of exceptional education students:
  - a. The principal shall adhere to State Board of Education Rules when recommending expulsion of exceptional students and shall be responsible for convening a disciplinary review committee. The disciplinary review committee membership shall comply with State Board of Education Rule 6A-6.0331(2) and shall include, but not be limited to, the District administrator of exceptional students or designee, the school psychologist, the exceptional student education teacher, and the principal or designee. The disciplinary review committee shall review the student's IEP and shall determine whether the student's behavior bears a relationship to his / her exceptionality. A disciplinary review committee that determines the student's behavior is in relation to his / her exceptionality may modify the student's IEP in accordance with current needs and expulsion may not be applied. Procedures in subsection C.2.c. herein shall apply when a student's conduct does not bear a relationship to his / her exceptionality.
  - b. An IEP meeting shall be conducted in compliance with State Board of Education Rule 6A-6.0331(3) and in conjunction with the disciplinary review committee meeting. The decision of the disciplinary committee shall be recorded on the IEP and shall be used in determining the adequacy of the current special program

## ***CHAPTER 5.00 – STUDENTS***

and related services. The student's IEP may be revised to reflect:

- (1) A modification of the current special program or an alternative placement;
  - (2) An indication that the exceptionality is not a precipitating factor and the student is expected to behave in accordance with the rules established in the District's Code of Student Conduct.
- c. The principal is responsible for taking appropriate action consistent with School Board Rules and the Special Programs and Procedures for Exceptional Student Education Manual.
  - d. The parent(s), ~~legal guardian~~, or custodian of an exceptional education student shall be provided a copy of the suspension and expulsion procedures regarding discipline of exceptional education students at the initial placement meeting or at the first IEP meeting held in the District.
3. Additional requirements for the expulsion of exceptional education students may be set forth in the Special Programs and Procedures for Exceptional Student Education Manual.

- D. This rule shall prevail over any District procedure which is contrary to or conflicts with these rule provisions.

### **STATUTORY AUTHORITY:**

1001.41; 1001.42, F.S.

**LAWS IMPLEMENTED:** 120.57(1); 1000.21 1001.43; 1001.54; 1003.31; 1006.07; 1006.08; 1006.09; 1012.28, F.S.

### **STATE BOARD OF EDUCATION RULE:**

6A-6.0331



## ***CHAPTER 5.00 – STUDENTS***

History:

Adopted:

Revision Date(s):04/26/05

Formerly: JGE

**ZERO TOLERANCE FOR SCHOOL- RELATED CRIMES**

**5.13\***

***POLICY:***

- I. It is essential that schools be safe and orderly to provide environments that foster learning and high academic achievement. The District shall strive to protect students, staff, visitors and volunteers from harm and to protect victims of crime from further victimization. This policy applies to conduct on School District property, school or District provided transportation and at any school or District sponsored activity. This policy implements the State Board of Education's zero tolerance policy as outlined in Florida Statutes ~~and State Board Rule 6A-1.040.~~
- II. Acts that pose a serious threat to school safety are those acts that endanger the life or safety of a student, staff member or other person on campus or at a school or District sponsored activity. Students found to have committed the following offenses on school property, school-sponsored transportation or during a school-sponsored activity shall be brought before the Board for expulsion or expelled from their regular school, unless the superintendent requests in writing that the School Board modify the requirement by assigning the student to a disciplinary program or second chance school, in accordance with Article X:
  - A. Such acts include but are not limited to:
    1. homicide (murder, manslaughter);
    2. sexual battery;
    3. armed robbery;
    4. aggravated battery;
    5. battery or aggravated battery on a teacher or other school personnel
    6. kidnapping or abduction;
    7. arson;

## ***CHAPTER 5.00 – STUDENTS***

8. possession, use or sale of any firearm or weapon;
9. possession, use or sale of a controlled substance;
10. possession, use or sale of any explosive device;
11. threat or false report to do harm related to bombs or weapons,  
or
12. victimization of students.

The expulsion limit is mandatory for a minimum of one (1) full year from the student's regular school.

- B. Prior to taking such action against any student, the School Board shall ensure that appropriate due process procedures are followed. If a student committing one of the offenses outlined in subsection (1) of this rule is identified as disabled and participating in a program for exceptional students, then school personnel shall follow procedures in State Board of Education Rule 6A-6.0331. This provision shall not be construed to remove a School Board's discretion in cases where mitigating circumstances may affect decisions on disciplinary action.
- C. The School Board may assign more severe consequences than normally authorized for violations of the Code of Student Conduct when the offender appears motivated by hostility toward the victim's real or perceived race, religion, color, sexual orientation, ethnicity, ancestry, national origin, political beliefs, marital status, age, social and family background, linguistic preference, or disability.
- D. Local law enforcement authorities shall be notified immediately when one of the offenses listed above is committed on school property, on school- sponsored transportation, or during a school-sponsored activity. Additionally, if the offense involves a victim, school officials shall notify the victim and the victim's parents or legal guardian if the victim is a minor, of the offense and of the victim's rights to press charges against the offender. School personnel shall cooperate in any investigation or other proceedings leading to the victim's exercise of rights as provided by law.

## ***CHAPTER 5.00 – STUDENTS***

- E. The school principal shall monitor the administration of discipline of students to ensure that discipline is administered equitably without regard to real or perceived race, religion, color, sexual orientation, ethnicity, ancestry, national origin, political beliefs, marital status, age, social and family background, linguistic preference, or disability. Annually, the principal shall review school discipline data with the school advisory council in developing school improvement plans to maintain a safe and healthy school environment that protects the civil rights of all students.
- III. Acts that are considered petty misconduct may disrupt the educational process but do not endanger the life or safety of an individual. Such acts include but are not limited to:
  - A. Cellular telephone violation;
  - B. Defiance of authority;
  - C. Disruption, minor;
  - D. Dress code violation;
  - E. Eating or drinking on the bus;
  - F. Forgery;
  - G. Horseplay;
  - H. Leaving campus without permission;
  - I. Lying or misrepresentation;
  - J. Profanity;
  - K. Vehicle parking violation.
- IV. The District shall establish agreements with the county sheriff's office and local police department(s) that provide for reporting conduct that threatens school safety and obtaining assistance from the appropriate law enforcement agency.
- V. The District shall report to the appropriate law enforcement agency any act that poses a threat to the safety or welfare of students, staff and other persons on school property or at school events or is a serious violation of

## ***CHAPTER 5.00 – STUDENTS***

law. The following acts when committed on School District property or at a District activity shall be reported to the appropriate law enforcement agency:

- A. Alcohol violation;
- B. Alcohol, sale or distribution;
- C. Arson;
- D. Battery;
- E. Bomb or biochemical threat;
- F. Breaking and entering or burglary;
- G. Disruption of school, major;
- H. Drug use, sale or distribution;
- I. Explosives, possession or use;
- J. Extortion;
- K. False alarm;
- L. Firearms violation;
- M. Gang-related activity;
- N. Hate crime;
- O. Illegal organization, membership;
- P. Robbery;
- Q. Sexual battery;
- R. Sexual harassment;
- S. Sexual misconduct;
- T. Sexual offense;
- U. Stalking;
- V. Trespassing;

## ***CHAPTER 5.00 – STUDENTS***

- W. Weapons violation;
- X. Any felony as defined by Florida Statutes.
- VI. Consultation with law enforcement is required when a student commits more than one misdemeanor, to determine if the act should be reported.
- VII. Students found to have committed one of the following offenses on school property, school sponsored transportation or during a school sponsored activity shall be expelled, with or without continuing educational services, from the student's regular school for a period of not less than one (1) full year and be referred to the criminal justice or juvenile justice system, unless the superintendent requests that the School Board modify the requirement by assigning the student to a disciplinary program or second chance school, in accordance with Article X:
  - A. Bringing a firearm or weapon as defined in Chapter 790, Florida Statutes, to school, to any school function, or onto any school-sponsored transportation or possessing a firearm at school.
  - B. Making a threat or false report as defined in Florida Statutes Sections 790.162 and 790.163 respectively, involving school or school personnel's property, school transportation or a school-sponsored activity.
  - C. Assault or battery on specified officials or employees in violation of Section 784.081, Florida Statutes.
  - D. Hazing as defined in 1006.135, Florida Statutes.
- VIII. When a student is formally charged with a felony or a delinquent act that would be a felony if committed by an adult, the Superintendent shall notify appropriate personnel including the principal, the transportation director, the student's classroom teachers, the student's bus driver and other school personnel who directly supervise the student.
- IX. The School Board may assign the student to a disciplinary program for the purpose of continuing educational services during the period of expulsion.
- X. The Superintendent may consider the one (1) year expulsion requirement on a case-by-case basis and request the School Board to modify the requirement by assigning the student to a disciplinary program or second

## **CHAPTER 5.00 – STUDENTS**

chance school if the request for modification is in writing and it is determined to be in the best interest of the student and the school system.

- XI. If a student committing any of the offenses in this policy is a student with a disability, the School Board shall comply with the applicable State Board of Education rules.
- XII. Any student found to have committed a violation of Section 784.081(1), (2) or (3), Assault or Battery on Specified Officials or Employees shall be expelled or placed in an alternative school setting or other program as appropriate. Upon being charged with the offense, the student shall be removed from the classroom immediately and placed in an alternative school setting pending disposition.
- XIII. A student or his/her parent may request a review by the Superintendent of any disciplinary action taken by the District. Such request must be submitted in writing to the Superintendent within ten (10) days of the imposition of disciplinary action.

**STATUTORY AUTHORITY:**

**1001.41, 1001.42, F.S.**

**LAW(S) IMPLEMENTED: 120.57(1), 775.08, 784.081, 790.162, 790.163, 985.04, 1001.42, 1001.43, 1001.54, 1003.31, 1006.07, 1006.08, 1006.09, 1006.13, 1006.135, 1006.14, 1012.28, F.S.**

**STATE BOARD OF EDUCATION RULE(S):**

**~~6A-1.0404~~, 6A-6.03311**

**HISTORY:**

Adopted:

Revision Date(s): 11/21/2000, 2/23/10, 3/22/2011, 9/25/2018

Formerly: New

## CHAPTER 5.00 – STUDENTS

### DIRECTORY INFORMATION

5.20

#### POLICY:

- I. Students' parent(s) as defined by Florida Statute, ~~or legal guardian~~ shall be notified annually in the Code of Student Conduct that the School Board may release "directory information" to the general public.
  - A. Directory information includes the following data about a student:
    1. Name;
    2. Address;
    3. Telephone number, if listed;
    4. Gender;
    5. Participation in officially recognized activities and sports;
    6. Weight and height, if an athletic team member;
    7. Name of the most recent previous school or program attended;
    8. Dates of attendance at schools in the District and degrees and honors received; and,
    9. Date and place of birth.
  - B. Information described in subsections A1, 4, 5, 6, and 7 herein may be published routinely by the School Board in conjunction with press releases about school activities, honor roll announcements, athletic events, and other school-related activities.
  - C. Directory information requested in writing by agencies identified in section 1002.22(2)(b), Florida Statutes, may be released subsequent to written notification to the student's parent(s) ~~or legal guardian~~ or a student who is eighteen (18) years or older. The written notification to the student or the student's parent(s) ~~or legal guardian~~ shall be by certified mail receipt and shall be addressed to the most current address on file at the school or District office.
  - D. Directory information shall not be published when the student's parent(s) as defined by Florida Statute ~~or legal guardian~~ submits written notification to the principal within thirty (30) days of distribution of the Code of Student Conduct. Failure to advise the student's principal shall



## ***CHAPTER 5.00 – STUDENTS***

be deemed a waiver of any right to preclude release of such directory information pursuant to Florida Statutes or federal laws.

**STATUTORY AUTHORITY:**

1001.41; 1001.42, F.S.

**LAWS IMPLEMENTED:**

1000.21; 1001.43; 1002.22, 1002.222, F.S.  
20 USC 1232g

**History:**

Adopted:

Revision Date(s): 5/25/10, 1/27/2015

Formerly: New

DATE

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**  
**& FIRST CLASS MAIL**

Parent  
Address  
City, state zip code

Re: Principal's Recommendation of Expulsion from name of school  
of student name

Dear Parent:

I enclose a copy of the charges and recommended action which I am submitting to the School Board for appropriate disposition. I have concluded that there is sufficient evidence in support of a recommendation for expulsion to the School Board.

**IMPORTANT NOTICE:**

**The Suwannee County School Board will meet on DATE at TIME to consider and act upon my recommendation to expel your child from name of school and the Suwannee School District based on the violations noted in the enclosed charges. Please mark this date and time on your calendar and make certain that you and your student attend this meeting. The meeting will be held in the School Board Meeting Room at 702 2nd Street, N.W., Live Oak, Florida 32064.**

Please be advised that while expulsion hearings are generally exempt from the requirements of Fla. Stat. § 286.011 and therefore usually conducted in private, you have the right to request the hearing be held in public.

You were previously advised of your right to request a formal evidentiary hearing, pursuant to section 120.57(1), Florida Statutes, if you dispute the factual basis for the charges that have been brought. You were likewise previously advised of your right to request an informal hearing, pursuant to section 120.57(2), Florida Statutes, if you do not dispute the facts alleged in the charges.

~~If you have not previously exercised your rights under these provisions, you may do so no later than five (5) days prior to the hearing date specified above, by filing a written notice with the office of the Superintendent that you request such a hearing.~~

Page Two  
Letter to name of parent  
DATE

If you should have any questions or if there is any additional information that we may share with you, please do not hesitate to contact me at your earliest convenience.

Sincerely,

Ted L. Roush  
Superintendent of Schools

TR/ro

Enclosure  
copies furnished to:  
School Board Members  
\*\*\*, Principal

School Board Attorney  
SCSB 7200-076

Approved 3/22/05  
Revised 9/24/2013, ??/??/????

**AGREEMENT BETWEEN  
THE SCHOOL BOARD OF SUWANNEE COUNTY  
AND  
SUWANNEE VALLEY COMMUNITY COORDINATED CHILD CARE, INC.**

THIS AGREEMENT, by and between SUWANNEE COUNTY SCHOOL BOARD, hereinafter called the School Board, and SUWANNEE VALLEY COMMUNITY COORDINATED CHILD CARE, INC., hereafter called SV4Cs, each in consideration of the agreements to be performed by the other, agree:

1. The purpose of the School Board's Teen Parent Program is to help the teenage parent complete their high school education and become responsible parents and adults, while providing high-quality early childhood education and care to their children.
2. The purpose of SV4Cs Early Head Start (birth to 3 year olds) and Head Start (3 to 5 year olds) program is to provide high-quality child development and health services that address early childhood education, health, disabilities, social services, nutrition, mental health and parent / family / community engagement at SV4Cs Live Oak Early Head Start / Head Start locations.
3. The School Board shall pay SV4Cs for and SV4Cs shall provide child care in accordance with the Teen Parent Program Services Plan for the period beginning August 12, 2019 and ending May 28, 2020. The plan is incorporated herein by reference as if fully set forth in this agreement.
4. The services to be provided by SV4Cs shall comply with pertinent provisions of Florida Statutes and rules of the Florida Department of Education.
5. SV4Cs shall maintain all records required by the Florida Department of Education and by the School Board for purposes of audit. SV4Cs shall make available such records to the School Board or to the Florida Department of Education upon request.
6. SV4Cs shall maintain, at its own expense, such insurance coverage as required by law and by Florida Department of Education for directly provided services including liability and property damage.
7. SV4Cs acknowledges that total funding for its services under this Agreement is dependent upon State of Florida appropriations as dispersed by the Department of Education. This agreement may be terminated by either party upon 30 days written notice, if the pertinent legislative body fails to appropriate funds for this Agreement. SV4Cs agrees that it will look only to such Department of Education funding for payment for its services hereunder, and that the Suwannee County School Board shall not be obligated to pay SV4Cs any amounts other than the amounts received by Suwannee County School Board from the Department of Education for child care as indicated herein in Paragraph 8e.

## 8. PROVISION OF SERVICES:

- a. Teen Parent Program staff at Suwannee High School will determine which students qualify for child care services and shall forward written referrals to SV4Cs Family Services Department for those students who qualify.
- b. SV4Cs is required by Head Start Program Performance Standards to verify that all participants meet age and income eligibility requirements. Therefore, it will be necessary to obtain information from each potential parent prior to enrollment in SV4Cs Early Head Start and Head Start program to ensure eligibility for the program.
- c. SV4Cs agrees to make enrollment opportunities available for children of Teen Parent Program participants at the beginning of the 2019-2020 school year until August 23, 2019 at Live Oak Early Head Start and Head Start locations, as age appropriate. The School Board agrees that it will identify and refer initial program participants as early as possible in the school year, but in any event no later than August 23, 2019.
- d. After August 23, 2019, Teen Parent Program participant referrals will be accepted however, immediate placement is not guaranteed. The School Board will be notified when SV4Cs program is full and the child will be placed on the waitlist.
- e. The School Board shall pay SV4Cs a rate of \$9.00/day for extended child care services until 3:30 p.m. SV4Cs will ensure that child care is available to participants on every school day. It is understood and acknowledged that the School Board will not pay for care on scheduled school holidays, even if the child attends care on that day. It is further understood and acknowledged that the School Board will pay for care on every scheduled school day, whether the child attends care or not.
- f. The School Board may identify and refer to SV4Cs teenagers who are pregnant but have not yet delivered their babies. SV4Cs will enroll these teenagers in the Early Head Start program if space is available and begin providing pre- and post-natal support services through referrals to include but not be limited to: nutritional assessments, health promotion and treatment, mental health interventions, prenatal education information on fetal development (including risks from smoking and alcohol), labor and delivery, and postpartum recovery (including maternal depression), and information on the benefits of breast feeding to all pregnant and nursing mothers. The School Board will not be charged for services to pregnant teenagers.
- g. SV4Cs will provide attendance information on children of participating teen parents to Suwannee High School or other designated school site, as requested. The School Board agrees to provide SV4Cs with reciprocal attendance information on teenage parents. In the event that a child is placed in care on a school day and SV4Cs receives a report that the parent is absent from school, SV4Cs will attempt to contact the parent to remove the child from care, as applicable.
- h. The School Board agrees to notify SV4Cs, in writing, when a student is withdrawn from school and no longer eligible for child care services. Upon receiving such written notification, SV4Cs may, at its discretion, continue to provide child care services and will

stop billing the School Board for child care services as of the date of receipt of such written notice.

- i. Periodic meetings between Suwannee County School Board Teen Parent Program staff and SV4Cs Executive Director, or his/her designee, will be held to keep both parties updated on potential progress or problems.
9. SV4Cs agrees that it will save and hold School Board harmless from all cost, expenses for personal injury or death or property damage which may occur in the program by virtue of SV4Cs operation and supervision of the program.
10. If either the School Board or SV4Cs shall fail to perform, or shall breach any provisions of this Agreement, the School Board or SV4Cs may give notice to terminate this Agreement, or take such actions and pursue such remedies as provided by law. The prevailing party in any action for breach of this agreement shall be entitled to receive attorney's fees and costs incurred in such legal action.
11. This Agreement is made in the State of Florida and shall be governed by the laws of the State of Florida.
12. Each party warrants and covenants to the other that the officers executing this Agreement have the authority to do so.
13. For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein.

In Witness Whereof, the parties hereto have set their hands and seals by their appropriate officers this \_\_\_\_ day of \_\_\_\_\_, 2019.

Suwannee Valley Community  
Coordinated Child Care, Inc.

By: Michele Ward  
Michele Ward  
Executive Director  
(386) 754-2233  
[mward@sv4cs.org](mailto:mward@sv4cs.org)

School Board of Suwannee County,  
Florida

By: \_\_\_\_\_  
Ed DaSilva  
Chairman  
Suwannee County School Board

By: \_\_\_\_\_  
Ted L. Roush  
Superintendent of Schools

Witness: Avery Anstey

Witness: \_\_\_\_\_

"Approved as to Form and Sufficiency  
BY \_\_\_\_\_

2019-2020 SV4Cs/Suwannee County School Board Teen Parent Program Agreement Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.  
Suwannee School Board Attorney"

Additional Staff Contact Information	
SV4Cs	Suwannee County School Board
Jeannie Boston Family / Health Services Administrator (386) 754-2222 x316 <a href="mailto:jboston@sv4cs.org">jboston@sv4cs.org</a>	Michele Howard Coordinator of Health, Attendance, TAPP (386) 647-4636 <a href="mailto:michele.howard@suwannee.k12.fl.us">michele.howard@suwannee.k12.fl.us</a>
Jennifer Cook Lead Family Support Specialist (386) 754-2222 x342 <a href="mailto:jcook@sv4cs.org">jcook@sv4cs.org</a>	
Tasha Morgan Family Support Specialist (EHS) (386) 364-2915 <a href="mailto:tmorgan@sv4cs.org">tmorgan@sv4cs.org</a>	
Jasmine Billy Family Support Specialist (EHS) (386) 364-2915 <a href="mailto:jbilly@sv4cs.org">jbilly@sv4cs.org</a>	
Rachel Kastor Family Support Specialist (HS) (386) 364-4498 <a href="mailto:rkastor@sv4cs.org">rkastor@sv4cs.org</a>	

**EXHIBIT A**

**Public Records Law Requirements  
under Chapter 119.0701, Florida Statutes (2018)**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2018), 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 (2018), for additional record keeping requirements.

**REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES**

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

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

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes (2018).