

SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
July 24, 2018

AGENDA

Call to Order - 6:00 p.m.

Student remarks and pledge to the flag by Suwannee Virtual School

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. 8-35)

June 11, 2018	- Special Meeting
	- Workshop Session
June 12, 2018	- Special Meeting
	- Expulsion Issues Hearing (Private)
June 26, 2018	- Workshop Session
	- Public Hearing
	- Regular Meeting

2. The Superintendent recommends approval of the monthly financial statement for June 2018.

3. The Superintendent presents the following bills for the period June 30, 2018:

General Fund	
#170029-170269	\$ 702,062.02
Electronic Fund Transfers	<u>315,467.38</u>
	\$ 1,017,529.40

Federal Fund	
#50492-50537	\$ 68,929.12
Electronic Fund Transfers	<u>696,845.85</u>
	\$ 765,774.97

Food Service Fund	
#32774-32812	\$ 129,588.89
Electronic Fund Transfers	<u>57,680.23</u>
	\$ 187,269.12

LCIF	
#7751-7771	\$ 769,135.36
Electronic Fund Transfers	<u>51,630.60</u>
	\$ 1,020,765.96

4. The Superintendent recommends approval of the following budget amendments for fiscal year 2017-2018:

<u>General</u>	<u>LCIF</u>	<u>Special Revenues</u>	<u>PECO</u>
I-12	III-12	IV-12 (Federal)	III-1
		IV-12 (Food Service)	

5. The Superintendent recommends approval for disposal of property as per the attached Property Disposition Form dated July 24, 2018. (pg. 36)

6. The Superintendent recommends 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.)

- #2019-53 Agreement for Educational Staffing between Kelly Services, Inc. and Suwannee County School Board, Florida for substitute Teachers, Paraprofessionals, Retiree DROP Program Participants, School Nutrition (Food Service) Workers, and Custodians (*Renewal*) (pgs. 37-55)
- #2019-57 Cooperative Agreement between Meridian Behavioral Healthcare, Inc. and the School Board of Suwannee County, Florida (*Renewal/Revised*) (pgs. 56-72)
- #2019-58 Memorandum of Agreement between the State of Florida Department of Health and the Suwannee County School Board for the Provision of School Health Services in Suwannee County (*Renewal/Revised*) (pgs. 73-79)
- #2019-62 State of Florida Statewide Voluntary Prekindergarten Provider Contract (Form OEL-VPK 20) between the Early Learning Coalition of Florida's Gateway and Suwannee County School Board (*Renewal*) (pgs. 80-100)

7. The Superintendent recommends approval of the following student transfers for the 2018-2019 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Lumen	Jimenez	Suwannee	Columbia	PK
Layla	Roberts	Suwannee	Columbia	PK
Christin	Taylor	Suwannee	Columbia	7

REGULAR AGENDA

Assistant Superintendent of Administration – Bill Brothers:

1. Discussion and possible action on the following contract/agreement for the 2018-2019 school year, which was TABLED at the Regular Meeting on June 26, 2018: (NEW) (The original TABLED Contract #2018-119 has been replaced with Contract #2019-56 [below] as a NEW/REVISED contract for the 2018-2019 school year.) (Note: This contract has been reviewed by Board Attorney Leonard Dietzen; however, Mr. Dietzen has **not** approved the contract.)

#2019-56 Interlocal Agreement for Emergency Shelters in Suwannee County between the Suwannee County Board of County Commissioners and the Suwannee County School Board
(*New/Revised*) (pgs. 101-105)

2. The Superintendent recommends approval of the following resolution for the 2018-2019 school year: (NEW) (Note: This resolution has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2019-01R Resolution of the School Board of Suwannee County, Florida, Establishing the Rule Requiring the Display of “In God We Trust” in all District Schools and Administration Buildings
(*New*) (pg. 106)

Assistant Superintendent of Instruction – Janene Fitzpatrick:

3. The Superintendent recommends 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.)
(pgs. 107-108)
4. The Superintendent recommends approval of the following curriculum item for the 2018-2019 school year:
 - a. Suwannee County School District 2018-2019 Uniform Statewide Assessment Calendar (pgs. 109-118)

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

5. The Superintendent recommends approval of the following contract/agreement for the 2018-2019 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2019-55 Clinical Education Affiliation Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Lake City Surgery Center, LLC, Lake City, Florida (*New*) (pgs. 119-124)

Director of Food Service – Lisa Dorris:

6. The Superintendent recommends approval to award the following Bids:

#17-202 One year extension, July 1, 2018-June 30, 2019, to Catko Distribution, Inc. for Chemicals
#17-203 One year extension, July 1, 2018-June 30, 2019, to Catko Distribution, Inc. for Supplies

Director of Student Services – Debbie Land:

7. The Superintendent recommends approval of the following forms:

#5200-047 Suwannee County School District Usher Syndrome Audiological Screening (*New*) (pg. 125)
#5200-048 Suwannee County School District Assistive Technology Data Log (*New*) (pg. 126)
#5200-049 Suwannee County School District Deaf/Hard of Hearing Audiogram Review (*New*) (pg. 127)
#5200-050 Suwannee County School District Balance Test (*New*) (pg. 128)
#5200-051 Suwannee County School District Cone Adaptation Test (*New*) (pg. 129)
#5200-052 Suwannee County School District Ling-6 Sounds Daily Check (*New*) (pg. 130)
#5200-053 Suwannee County School District D/HH Expanded Skills: PK-5 Checklist (*New*) (pgs. 131-132)

- #5200-054 Suwannee County School District D/HH Expanded Skills: 6-8 Checklist (*New*) **(pgs. 133-134)**
- #5200-055 Suwannee County School District D/HH Expanded Skills: 9-12 Checklist (*New*) **(pgs. 135-136)**
- #5200-056 Suwannee County School District Family History Questionnaire (*New*) **(pgs. 137-141)**
- #5200-057 Suwannee County School District Hearing Itinerant Service Rubric (*New*) **(pgs. 142-144)**
- #5200-058 Suwannee County School District Parent Notification of Usher Syndrome Screening (*New*) **(pg. 145)**
- #5200-059 Suwannee County School District Usher Screening Results Documentation (*New*) **(pg. 146)**
- #5200-060 Suwannee County School District Usher Student Questionnaire (*New*) **(pgs. 147-148)**
- #5200-061 Suwannee County School District Usher Syndrome Screening Summary (*New*) **(pg. 149)**
- #5200-062 Suwannee County School District Visual Field Test (*New*) **(pgs. 150-151)**
- #5200-063 Suwannee County School District Visual and Motor Behavior Questionnaire (*New*) **(pgs. 152-153)**

Director of Human Resources – Walter Boatright:

- 8. The Superintendent recommends approval of the 2018-2019 Minority Teacher Recruitment Plan. **(pgs. 154-156)**
- 9. The Superintendent recommends approval of the Suwannee County School District 2017-2018 Annual Update to the Florida Educational Equity Act Plan. (A copy is available for review in the office of the Director of Human Resources.)
- 10. The Superintendent recommends approval of the Suwannee County School District Employee Handbook for 2018-2019. **(pgs. 157-200)**
- 11. Personnel Changes List **(pgs. 201-203)**

School Board Attorney – Leonard Dietzen:

- 12. Legal Counsel's Report

Superintendent of Schools – Ted Roush:

13. Superintendent's Report

School Board Members:

14. Issues and concerns Board members may wish to discuss

End of Agenda

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
June 11, 2018

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

Chairman Taylor called the meeting to order at 1:00 p.m.

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

Chief Financial Officer – Vickie DePratter:

1. MOTION by Mr. daSilva, second by Mr. Alcorn, for approval of the following resolution for the 2017-2018 school year: (Note: This resolution has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2018-08R A Resolution of the School Board of Suwannee County, Florida, supplementing Resolution #SCSB 2018-08R; authorizing the issuance of its not to exceed \$1,000,000 Capital Improvement Revenue Bond, Series 2018; authorizing the negotiated sale of such bond to First Federal Bank of Florida; providing for the rights of the owner of such bond; making such determinations as are required to afford such bond “bank qualified” status; making certain other covenants and agreements in connection with the issuance of such bond; and providing an effective date. (New) (pgs. 2-23)

MOTION CARRIED four to one; Mr. White voted NO.

2. MOTION by Mr. Alcorn, second by Mr. White, for approval of the negotiated salary schedule for 2018-2019 and collective bargaining items tentatively agreed upon. (pgs. 24-30) MOTION CARRIED UNANIMOUSLY

3. MOTION by Mr. daSilva, second by Ms. Cason, for approval of the following personnel items, effective July 1, 2018, for the 2018-2019 fiscal year:

a. Confidential Employees

- (1) A one percent (1%) increase to the salary schedule
- (2) Increase the Board's contribution for health insurance by \$250 per year

b. Administrative Employees

- (1) A \$500 improvement to the salary schedules
- (2) Adjustments for School-Based Administrators on Performance Pay as follows:
 - a) High effective - \$1,001
 - b) Effective - \$500
- (3) Increase the Board's contribution for health insurance by \$250 per year

MOTION CARRIED UNANIMOUSLY

The meeting adjourned at 1:19 p.m.

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
June 11, 2018

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

Administrators and others present: Walter Boatright, Mark Carver, Janene Fitzpatrick, Ronnie Gray, Mary Keen, Debbie Land, Kathy Smith, and Josh Williams.

Chairman Taylor called the meeting to order at 1:32 p.m.

Assistant Superintendent of Instruction Janene Fitzpatrick
Department Update (**pgs. 2-6**)
(30 minutes)

Mrs. Fitzpatrick provided background information regarding the new proposed Job Description #180, Coordinator of Student and Family Support, as well as a document comparing salaries for various positions pertaining to the new job description.

Student Services Department Update.....Debbie Land
(30 minutes)

Mrs. Land provided an update regarding the Student Services Department, which included handouts on the following:

- Florida's System of Supports for School-Based Mental Health Services
- Mental Health Assistance Allocation Plan Checklist
- Draft document for SCSD Mental Health Assistance Allocation Plan
- Timeline for Professional Development

Facilities Department Update.....Mark Carver
(30 minutes)

Mr. Carver provided an update for the Facilities Department, which included the following:

- BHS secure entry and fencing project
- SMS secure entry and fencing project
- New District Office/Admin Building project update

(Note: Mr. daSilva left the meeting at 2:30 p.m.)

Career, Technical, and Adult Education Mary Keen
Department Update
(15 minutes)

Mrs. Keen provided an update for the Career, Technical, and Adult Education Department, which included handouts on the following:

- Addition of a full-time teacher position for English as a Second Language (ESL) and Adult Basic Education (100% grant funded); as well as the transition/reclassification of two part-time VPK paraprofessional positions into one full-time paraprofessional position
- 2017-2018 Early Childhood Education (ECE) Enrollment and Fees, as well as the 2018-2019 ECE Projected Enrollment and Fees

Superintendent Update Ted Roush
(30 minutes)

Mr. Roush provided updates regarding the following:

- Distributed and reviewed a handout titled *Board & Administrator for Superintendent's Only*, by LRP Publications, pertaining to an article titled *Balance Pressure and Support*, as well as other informational articles
- Three items from previous workshop discussions:
 - Update/overview will be provided at a future workshop on the District equity report.
 - Update on the District's FFA Programs, for Suwannee Middle School, Branford High School, and Suwannee High School, will be provided to the Board at the July or August workshop.

- Mr. Brothers spoke with the State Attorney's office regarding the vandalism at Suwannee High School; Mr. Roush stated that we are waiting on final disposition of the case and that a restitution order will be in place at some point and will be shared with the Board as information is received.
- Discussion is ongoing regarding the possibility of revising the District's Opportunity School Program. Quarterly progress updates will be provided at future workshops on this topic.
- Our District has the opportunity to enter into a shared Information Technology (IT) services agreement with local governmental agencies. Josh Williams provided additional information on the topic.
- NEFEC legislative platform is being developed. We need to provide NEFEC with our District's top two or three legislative priorities. Mr. Roush asked that comments be provided to him as soon as possible.
- School safety plans are being developed; currently working with school-based folks and the Sheriff's Department. An Executive Session will be held in the near future to discuss these plans.
- Mr. Roush stated there is a narrow strip of School Board property next to the county library, which the District has no use for; and asked for direction from the Board regarding the possibility of liquidating the property. Mr. Alcorn distributed a handout on the property, which is about 3 to 3-1/2 acres, valued at approximately \$60,000 per acre. Mr. Roush stated that the proceeds from selling the property could help with the new District Office/Admin Building construction expense. He stated there is also a very small piece of property (pie shape) by the retention pond/drop off area at Suwannee High School. Consensus of the Board was to proceed with investigating the possibility of liquidating these two pieces of property.
- Mr. Roush stated he would be out of the office on vacation from June 18-28; and to please contact Mr. Brothers, Mrs. DePratter, or Mrs. Fitzpatrick with any issues or concerns.

The workshop adjourned at 3:41 pm

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
June 12, 2018

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 Jerry Taylor, Tim Alcorn, Catherine Cason, and Ed daSilva, along with Superintendent Ted Roush and Administrative Secretary Karen Lager. Attorney David Marsey, with Rumberger, Kirk & Caldwell, sat in for School Board Attorney Leonard Dietzen, who was absent. School Board Member Ronald White and Chief Financial Officer Vickie DePratter were also absent.

Chairman Taylor called the meeting to order at 2:31 p.m.

MOTION by Mr. daSilva, second by Ms. Cason, for approval to adopt the agenda, along with the Agenda Addendum. MOTION CARRIED UNANIMOUSLY

Assistant Superintendent of Administration – Bill Brothers:

(Presented by Assistant Superintendent of Instruction – Janene Fitzpatrick)

1. MOTION by Mr. daSilva, second by Mr. Alcorn, for approval of the following personnel items:
 - a. Add a new Coordinator of Student and Family Support position; 11-month; 8 hours per day; effective July 1, 2018
 - b. Job Description #180 – Coordinator of Student and Family Support (*New*)
(pgs. 3-6)
 - c. Revise *Salary Schedule 2017-2018 Assistant Principals, Curriculum, and Other Program Coordinators* to reflect compensation for the Coordinator of Student and Family Support position, effective July 1, 2018 (pg. 7)

MOTION CARRIED UNANIMOUSLY

Assistant Superintendent of Instruction – Janene Fitzpatrick:

2. MOTION by Mr. Alcorn, second by Ms. Cason, for approval of the following curriculum item:
 - a. Revision to the 2018 Summer School Schedule as follows:
 - Revise the start date for 21st Century (CCLC) Summer Program from June 11, 2018, to June 4, 2018

MOTION CARRIED UNANIMOUSLY

3. MOTION by Mr. daSilva, second by Ms. Cason, for approval of the following personnel item:
 - a. Revise the summer school positions for the 2018 summer school term as follows:

<u>Program</u>	<u>Number of Employees/Position</u>	<u>Funding</u>
Virtual Instruction	13 – Teachers (SVS) <i>(As needed to complete courses already in progress.)</i> (Note: Added 4 additional teachers.)	General Fund

MOTION CARRIED UNANIMOUSLY

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

4. MOTION by Mr. Alcorn, second by Ms. Cason, for approval of RIVEROAK Technical College SkillsUSA student team members to attend the SkillsUSA National Competition in Louisville, Kentucky, on June 23-30, 2018. *(Funded through Perkins Grant and funds raised by the SkillsUSA Team.)* MOTION CARRIED UNANIMOUSLY

5. MOTION by Mr. daSilva, second by Mr. Alcorn, for approval of out-of-state travel for the following employees:

<u>Name</u>	<u>Site</u>	<u>Date</u>	<u>Reason</u>	<u>Destination</u>
Mona Kelley	RTC	06/23-30/2018	SkillsUSA National Competition	Louisville, KY
Bob Makela	RTC	06/23-30/2018	SkillsUSA National Competition	Louisville, KY

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

MOTION CARRIED UNANIMOUSLY

Director of Human Resources – Walter Boatright:

6. MOTION by Mr. daSilva, second by Mr. Alcorn, for approval of the Personnel Changes List (pgs. 8-12) MOTION CARRIED UNANIMOUSLY

PERSONNEL CHANGES APPROVED:

RESIGNATIONS: INSTRUCTIONAL:

District Office/Student Services:

Carolina Figueroa-Crooke, ESOL Support Teacher, effective June 20, 2018

Suwannee Middle School:

Tammy Bradow, Teacher, effective June 30, 2018

Suwannee Primary School:

Cindy Crowell, Teacher, effective June 4, 2018

Jennifer Gregory, Teacher, effective June 4, 2018

Lauren Jenkins, Teacher, effective June 4, 2018

RESIGNATIONS: NON-INSTRUCTIONAL:

Branford Elementary School:

Dave Guyton, Custodian, effective June 4, 2018

Transportation:

Renee Perivolaris, Crossing Guard, effective May 11, 2018

RECOMMENDATIONS 2017-2018 SCHOOL YEAR:**RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:****District Office/Finance:**

Tammy Beauchamp, Accounts Payable Specialist, effective June 11, 2018
REPLACES: Marsha Brown

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

James Bryan, Maintenance Man, May 8th through May 21st, for a total of 80 hours.
Bruce Hingson, Assistant Foreman Facilities, May 17, 2018, for a total of 8 hours.

Suwannee Elementary School:

Danielle Gay, Teacher, March 29, 2018 and April 9, 2018, for a total of 10.50 hours.
Cristina Herrington, Teacher, February 8, 2018 and March 28, 2018, for a total of 9.50 hours.

Suwannee Middle School:

Melissa Francisco, Teacher, May 10, 2018, for a total of 7.25 hours.

SUPPLEMENTARY:

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>
Derwin Bass	SkillsUSA	RTC
Michael Bresk	SkillsUSA	RTC
Francis (BJ) Cohen	Girls Inter Mural Coach	SMS
Jenny Hurst	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
William Ragan II	SkillsUSA	RTC
Brad Scarborough	Boys Inter Mural Coach	SMS
Thomas Shea	SkillsUSA	RTC
Becky Skipper	Wellness Coordinator	District wide
Patricia Sullivan	SkillsUSA	RTC
Kimberly Thomas	SkillsUSA	RTC
Traci Thompson	LPN	RTC
Jeremy Ulmer	SkillsUSA	RTC

TERMINATION:**Food Service:**

Brenna Smith, 3 hour worker, effective May 25, 2018

VOLUNTEERS:

Sheryl Adams
Bruce Arnold
Jedidiah Arnold
Taylor Bass
Matthew D Bristol
Tara Bronson
Dioris Canalejo
Rene Canalejo
Ashley Cannon
Sarah Carte
Andrew Chapman
John Copeland

Dana Daniel
Kevin Dasher
Deborah Davis
Sherry Dean
Linda DeLoach
Christopher Durden
Angela Galler
Elton Garrison
Wanda Green
Martha Jones
Mary Kinard
William Law

Denise Makela
Sarah Marangoni
Christie Meganee
Wanda Osgood
Katheryn Quincey
Bretne Rich
Kathryn Sapp
Leticia Torres
William Veal
Shekedra Wheeler
Karen Williams

**End of List
2017-2018
School Year**

SUMMER TERM 2017-2018:

RECOMMENDATIONS: INSTRUCTIONAL:

Suwannee Primary School:

Katey Melland, Pre-K School Readiness Teacher
Kerry Melland, Pre-K School Readiness Teacher
Jennifer Wooley, Pre-K School Readiness Teacher

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Transportation:

Tyrone Ansley, ESE Bus Driver, Live Oak
Sharon Bass, ESE Bus Driver, Branford
Crystal Fernandez, ESE Bus Attendant, Branford
Laura Jaramillo, ESE Bus Driver/Attendant, Alternate
Inez Williams, ESE Bus Attendant, Live Oak

**End of Summer Term List
2017-2018
School Year**

RECOMMENDATIONS: 2018-2019 SCHOOL YEAR:**RECOMMENDATIONS: INSTRUCTIONAL:****TRANSFERS/REASSIGNMENTS:**

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>EFFECTIVE</u>	<u>REPLACES</u>
Trudy Benson	SMS/ESE Teacher	SIS/Teacher	8/03/2018	
Keith Cherry	SHS/Teacher	SIS/TSA (7.25 hour)	8/03/2018	
Francis Cohen	SMS/ISS Teacher	SHS/OS Teacher	8/03/2018	
Lynda Owens	SES/OS Teacher	SMS/Teacher	8/03/2018 (<i>involuntarily</i>)	
Brittney Shearer	SES/Teacher	SMS/Teacher	8/03/2018	
Daniel Skelly	SHS/Teacher	SMS/Teacher	8/03/2018	

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

Becky Reaves, Crossing Guard, effective August 10, 2018

REPLACES: Renee Perivolaris

SUPPLEMENTARY:

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>REPLACES</u>
John Blalock	Varsity Boys Basketball Coach	BHS	Ritchie Frye
Christopher Clark	Assistant Wrestling Coach	SHS	Jason Langston

LEAVE OF ABSENCE (PERSONAL LEAVE):**Branford Elementary School:**

Linda M. Aderholt, Teacher, tentatively August 3, 2018 through May 30, 2019, with the option of returning sooner.

CONTRACT RECOMMENDATIONS:**ANNUAL CONTRACT RENEWALS:**

	<u>TERM</u>
<u>Branford High School:</u>	
Eleanor C Coker	10
<u>Suwannee High School:</u>	
T. Hunter Abercrombie	10
Brian Bullock	10
<u>Suwannee Intermediate School:</u>	
Michelle Jessup	10
<u>Suwannee Middle School:</u>	
Alexi Wilson	10
Kathryn A Bower	10

Suwannee Primary School:

Brittani L Law	10
Elecxia R Reed	10

Professional Service Contract (Renewal):

Suwannee Middle School:

Herbert W. Hutchison	10
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End of List
2018-2019
School Year

Action on the Agenda Addendum

Chief Financial Officer – Vickie DePratter:

(Presented by Assistant Superintendent of Instruction – Janene Fitzpatrick)

#1. MOTION by Mr. daSilva, second by Ms. Cason, for approval of the following personnel item, effective July 1, 2018, for the 2018-2019 fiscal year:

- a. Administrative Employees – Correction to adjustment for School-Based Administrators on Performance Pay as follows:

- (1) Effective - \$750

(Note: The Board approved a recommendation for “Effective” of \$500 at the June 11, 2018, Special Meeting. That amount was in error and should have been \$750.)

End of Agenda Addendum

Miscellaneous

- Mr. Roush stated that he had received several requests to name school athletic fields after different individuals. He did not make any commitments, as this requires Board approval. This topic will be discussed at a future workshop.
- Mr. Roush stated that he and several Board members would be traveling to Tampa this week to the FSBA/FADSS Joint Conference; and also stated that we are proud to have Mr. Taylor inducted as the FSBA President for the 2018-2019 school year.

The meeting adjourned at 2:49 p.m.

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
June 26, 2018

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 Jerry Taylor, Tim Alcorn, Catherine Cason and Ed daSilva, along with Chief Financial Officer Vickie DePratter and Administrative Secretary Karen Lager. School Board Member Ronald White arrived at 9:02 a.m. Assistant Superintendent of Instruction, Janene, Fitzpatrick, sat in for Superintendent Ted Roush, who was absent. School Board Attorney Leonard Dietzen was also absent.

Administrators and others present: Walter Boatright (arrived at 10:13 a.m.), Katrina Bius (arrived at 9:48 a.m.), Bill Brothers (arrived at 9:09 a.m.), Marsha Brown, Mark Carver, Lisa Dorris, Leigh Fernald, Malcolm Hines (arrived at 9:22 a.m.), Mary Keen, Debbie Land, Chris Landrum, Kecia Robinson, Kelly Waters, and Kelli Williams. Tyson Johnson and representatives, with Arthur J. Gallagher & Co.; and SCSD Wellness Committee Members were also present.

Chairman Taylor called the meeting to order at 9:00 a.m.

Wellness Program Update Vickie DePratter/Tyson Johnson

Mr. Johnson introduced Arthur J. Gallagher & Co. representatives, and deferred to Kate Ciano, who gave a PowerPoint presentation regarding an update on the District's Wellness Program.

Federal Budget Presentations Lisa Dorris/Janene Fitzpatrick/
for 2018-2019 Mary Keen/Debbie Land

The following proposed federal budgets for 2018-2019 were presented:

- Food Service..... Lisa Dorris
- Perkins Grants Mary Keen
- Title V..... Janene Fitzpatrick
- IDEA; Title I/Migrant; Title III/ELL; Title IX/HomelessDebbie Land

- Title IKecia Robinson
- Title II.....Kelli Williams
- Title IVJanene Fitzpatrick (for Keith Stavig)

The workshop adjourned at 11:32 a.m.

SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
June 26, 2018

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 Jerry Taylor, Tim Alcorn, and Ed daSilva, along with School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. Assistant Superintendent of Instruction, Janene Fitzpatrick, sat in for Superintendent Ted Roush, who was absent. School Board Members Catherine Cason and Ronald White were absent.

School Resource Officer Lee Willis was also present.

Chairman Taylor 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.)

#5.021 Homeless Students (*Revised*)

#5.152 Medical Marijuana (*New*)

#7.25 Hospitality Funds (*Revised*)

Chairman Taylor 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
June 26, 2018

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 Jerry Taylor, Tim Alcorn, Catherine Cason, Ed daSilva, and Ronald White, along with School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. Assistant Superintendent of Instruction, Janene Fitzpatrick, sat in for Superintendent Ted Roush, who was absent.

School Resource Officer Lee Willis was also present.

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

Student remarks and pledge to the flag by RIVEROAK Technical College Practical Nursing Student Association student organization.

Special Recognition by the Superintendent:

- **RIVEROAK Technical College**

- Cash donation (in the amount of \$2,500) by Suwannee Valley Builder's Association to be used for SkillsUSA National Competition

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

➤ There were none.

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

MOTION by Ms. Cason, second by Mr. Alcorn, 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. 9-48)**

- | | |
|--------------|--|
| May 8, 2018 | - Workshop Session |
| | - Special Meeting |
| | - Expulsion Issues Hearing (Private) |
| May 22, 2018 | - Workshop Session (General Fund Budget for 2018-2019) |
| | - Public Hearing |
| | - Regular Meeting |

2. Approval of the monthly financial statement for May 2018.

3. The following bills for the period May 1-31, 2018:

General Fund	
#169805-170028	\$ 507,743.49
Electronic Fund Transfers	<u>1,762,807.54</u>
	\$ 2,270,551.03

Federal Fund	
#50434-50491	\$ 61,908.83
Electronic Fund Transfers	<u>506,688.59</u>
	\$ 568,597.42

Food Service Fund	
#32727-32773	\$ 164,660.96
Electronic Fund Transfers	<u>71,940.97</u>
	\$ 236,601.93

LCIF	
#7734-7750	\$ 68,082.87
Electronic Fund Transfers	<u>242,523.17</u>
	\$ 310,606.04

4. Approval of the following budget amendments for fiscal year 2017-2018:

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

5. Approval for disposal of property as per the attached Property Disposition Form dated June 26, 2018. (pg. 49)

6. 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.)

- #2019-46 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Joyce M. Warren (*Renewal*)
(pgs. 50-62)
- #2019-47 North East Florida Educational Consortium (NEFEC) 2018-2019 Membership Master Contractual Agreement between the District School Board of Suwannee County and the District School Board of Putnam County on behalf of NEFEC. The agreement includes the following programs: (*Renewal*)
(pgs. 63-82)
- NEFEC Resolution
 - NEFEC Main Contract #731-19-051
 - NEFEC Instructional Services Program (ISP), Attachment #19-051-A1 to Contract #731-19-051 (Janene Fitzpatrick, Designee)
 - NEFEC Educational Technology Services, Attachment #19-051-A6 to Contract #731-19-051 (Enterprise Resource Software Products/Skyward)
 - NEFEC Building Code Administrator, Attachment #19-051-A27 to Contract #731-19-051 (Mark Carver, Designee)
 - NEFEC Human Resource Management Network, Attachment #19-051-A43 to Contract #731-19-051 (Walter Boatright, Designee)
- #2019-48 Dual Enrollment Articulation Agreement between the District Board of Trustees of North Florida Community College and the District School Board of Suwannee County (*Renewal*)
(pgs. 83-114)

- #2019-49 Inter District Private School Services Agreement 2018-2019 between the Suwannee County School District and the Columbia County School District Title I Programs (Note: This agreement was initiated by the Columbia County School District.) (*Renewal*) (**pgs. 115-119**)
- #2019-50 Memorandum of Understanding between Florida Virtual School and Suwannee County School Board for all students within the Virtual Learning Lab (*Renewal*) (**pgs. 120-123**)
- #2019-51 Memorandum of Understanding between Florida Virtual School and Suwannee County School Board for all students within the Blended Learning Community (*Renewal*) (**pgs. 124-129**)
- #2019-52 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Bauer Child Development Services, LLC (*Renewal*) (**pgs. 130-141**)

7. Approval to accept the following donated item:

<u>Site</u>	<u>Item</u>	<u>Donor</u>
RTC	Cash Donation (\$2,500) (<i>To be used for SkillsUSA National Competition.</i>)	Suwannee Valley Builder's Association

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

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Aubree	Anderson	Suwannee	Hamilton	PK
Lawson	Garmary	Suwannee	Hamilton	VPK
Jackson	Holt	Suwannee	Hamilton	K
Ryan	Kalamon	Suwannee	Hamilton	K
Madilyn	Lanier	Suwannee	Hamilton	VPK
Brantley	Ragans	Suwannee	Columbia	K
Ayden	Scruggs	Suwannee	Columbia	PK
Dakota	Stewart	Suwannee	Columbia	PK
Brynlea	Sullivan	Suwannee	Lafayette	K

FIRST NAME	LAST NAME	TO	FROM	GRADE
Timothy	Warfel	Suwannee	Hamilton	9

REGULAR AGENDA

Chief Financial Officer – Vickie DePratter:

1. MOTION by Mr. daSilva, second by Mr. White, for approval to continue expenditures until approval of the final budget for the 2018-2019 fiscal year. MOTION CARRIED UNANIMOUSLY
2. MOTION by Mr. Alcorn, second by Mr. daSilva, for approval to award the following Bid/RFP:

#14-210 One year extension, July 1, 2018-June 30, 2019, to Micrographics, Inc. for Document Imaging Services

MOTION CARRIED UNANIMOUSLY

3. 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 2018-2019.

MOTION by Mr. White, second by Mr. daSilva, for approval of the following individuals to serve on the VAB for 2018-2019:

Tim Alcorn – Sitting/Primary School Board Member
Catherine Cason – Alternate School Board Member
Jenny Lloyd – Sitting/Primary School Board-Appointed Citizen Member

The Alternate School Board-Appointed Citizen/Business Owner Member would be voted on at the July 10, 2018, Special Board Meeting.

MOTION CARRIED UNANIMOUSLY

Assistant Superintendent of Administration – Bill Brothers:

4. MOTION by Mr. Alcorn, second by Mr. daSilva, 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.)

#5.021 Homeless Students (*Revised*)

#5.152 Medical Marijuana (*New*)

#7.25 Hospitality Funds (*Revised*)

MOTION CARRIED UNANIMOUSLY

5. MOTION by Mr. daSilva, second by Ms. Cason, for approval of the following form:

#7200-137 Suwannee County School District Employee Sick Leave Transfer Form (*New*) (**pg. 142**)

MOTION CARRIED UNANIMOUSLY

6. MOTION by Mr. White, second by Mr. daSilva, for discussion purposes regarding the following contracts/agreements for the 2017-2018 school year: (NEW) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.) MOTION for DISCUSSION PURPOSES CARRIED UNANIMOUSLY

Mr. Taylor requested that Contract #2018-120 be addressed and voted on prior to Contract #2018-119. Sharon Hingson, with Suwannee County Emergency Management, was also present to answer questions from Board members.

MOTION by Mr. daSilva, second by Mr. Alcorn, for approval of Contract #2018-120 below:

#2018-120 State of Florida Division of Emergency Management Statewide Mutual Aid Agreement between the Florida Division of Emergency Management and the Suwannee County School Board (*New*) (**pgs. 148-165**)

MOTION CARRIED UNANIMOUSLY

MOTION by Mr. Taylor, second by Mr. daSilva, to TABLE Contract #2018-119 below, until the July 10, 2018, Workshop (for further discussion) and the July 24, 2018, Regular Meeting:

#2018-119 Interlocal Agreement for Emergency Shelters in Suwannee County between the Suwannee County Board of County Commissioners and the Suwannee County School Board (*New*) (pgs. 143-147)

MOTION TO TABLE CARRIED UNANIMOUSLY

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

7. MOTION by Mr. daSilva, second by Ms. Cason, for approval of the following personnel items for the 2018-2019 school year:
 - a. Add one full-time Paraprofessional position for VPK (*Funded by the VPK Program.*) (Note: This position replaces two part-time Paraprofessional positions.)
 - b. Add one full-time ESL Teacher position (*Funded by the grant.*) (Note: This position replaces one Paraprofessional position.)

MOTION CARRIED UNANIMOUSLY

Director of Facilities – Mark Carver:

8. MOTION by Mr. Alcorn, second by Ms. Cason, for approval to award the following Bid/RFP:

#18-204 Construction Manager for the New District Office/Admin Building to Gray Construction (Note: Construction management firms were interviewed [Gray Construction, Parris McCall, and CPPI]; and selection was made by the Construction Committee on June 21, 2018.) (*New*)

MOTION CARRIED four to one; Mr. White voted NO.

Director of Human Resources – Walter Boatright:

9. MOTION by Mr. White, second by Mr. Alcorn, for approval of the following personnel items for the 2018-2019 school year:
- a. Add a Boys' Cross Country Team at Branford High School
 - b. Add a Girls' Weight Lifting Team at Branford High School

MOTION CARRIED UNANIMOUSLY

10. MOTION by Mr. daSilva, second by Ms. Cason, for approval of the Personnel Changes List (pgs. 166-171) MOTION CARRIED UNANIMOUSLY

PERSONNEL CHANGES APPROVED:

RESIGNATION: INSTRUCTIONAL:

Suwannee Middle School:
Melva Batts, Teacher, effective June 30, 2018

RESIGNATION: NON-INSTRUCTIONAL/SCHOOL RELATED:

Suwannee Primary School:
Logan Register, Paraprofessional, effective June 6, 2018

RECOMMENDATIONS 2017-2018 SCHOOL YEAR:

RECOMMENDATIONS: INSTRUCTIONAL:

SUPPLEMENTARY:

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>
Carla Blalock	10 th Grade Sponsor (split)	SHS
Kate Bromley	Instructional Leadership (ESE)	SHS
Tamara Burt	Instructional Leadership (Social Studies)	SHS
Tamara Burt	11 th Grade Sponsor (split)	SHS
Amy Hendry	Instructional Leadership (Reading)	SHS
Mandi Howard	Yearbook Sponsor	BES
Jay Jolicoeur	9 th Grade Sponsor	SHS
Audrey Marshall	10 th Grade Sponsor (split)	SHS
Audrey Marshall	Instructional Leadership (English)	SHS
Stephen Morgan	Instructional Leadership (Science)	SHS
Nancy Nielson	ESE Supplement	SVS
Melanie Roberts	Instructional Leadership (Vocational)	RTC
Abigail Rodriguez	12 th Grade Sponsor	SHS
Daniel Tillman	Varsity Baseball Asst. Coach	SHS

Kimberly Tuvell
Morgan Williams

Instructional Leadership (Math)
Band Supplement

SHS
SMS

SUMMER TERM 2017-2018

RECOMMENDATIONS: INSTRUCTIONAL:

Branford High School:

Michele Roundtree, Teacher, Credit Recovery
Stefani Santos, Teacher, HOPE Blended Course
Abbey Warren, Teacher, Algebra 1 EOC

RECOMMENDATION: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford High School:

Michele Lambert, Paraprofessional, Credit Recovery

MISCELLANEOUS:

PART-TIME/HOURLY EMPLOYEES:

Suwannee Virtual School:

Emily Blackmon
Andrew Chapman
Brooke Cox-Knowles
Carlos Diaz
Jean Eckhoff

Sarah Grillo
Angela Hester
Vanessa Menhennett
Sergio Rodriguez
Roger Sumner

Daniel Taylor
Kimberly Tuvell
Mirian Venero

**End of Summer Term List
2017-2018
School Year**

RECOMMENDATIONS FOR THE 2018-2019 SCHOOL YEAR:

RETIREMENT: INSTRUCTIONAL:

Suwannee High School:

Myra M. Bell, Teacher, effective January 7, 2019

RECOMMENDATIONS: INSTRUCTIONAL:

District-wide:

Hannah Deas, Speech and Language Pathologist, effective August 3, 2018
REPLACES: Amber Russell

RIVEROAK Technical College:

Hildelita Warren, LPN/PCT Clinical Instructor, part-time hourly
REPLACES: New Position

Suwannee Elementary School:

Javonne Day, Teacher, effective August 3, 2018

REPLACES: Previously Unfilled Position

Jacqueline Glover, Teacher, effective August 3, 2018

REPLACES: Previously Unfilled Position

Amanda Hayes, Teacher, effective August 3, 2018

REPLACES: Melinda Ahrens

Casandra Yulee, Teacher, effective August 3, 2018

REPLACES: Previously Unfilled Position

Suwannee High School:

Barbara Barker, Teacher, effective August 3, 2018

REPLACES: Melissa Woodrum

Crystal Faulkner, Teacher, effective August 3, 2018

REPLACES: Deborah Cathey

Emma Suzanne Tillman, effective August 3, 2018

REPLACES: Emily Blackmon

Suwannee Intermediate School:

Katrina Armstead, Teacher, effective August 3, 2018

REPLACES: John Shivy

James (Chip) Thomas, Teacher, effective August 3, 2018

REPLACES: Christina Newhart

Suwannee Primary School:

Tammy Atkinson, Teacher, effective August 3, 2018

REPLACES: Pamela Lovelace

Erin Driggers, Teacher, effective August 3, 2018

REPLACES: Cindy Crowell

Holly Marsee, ESE Support Facilitator/Teacher, effective August 3, 2018

REPLACES: Shannon Roberts

Tammy Moffses, Teacher, effective August 3, 2018

REPLACES: Lauren Jenkins

Emily Murphy, Teacher, effective August 3, 2018

REPLACES: Jennifer Gregory

SUPPLEMENTARY:

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>
Becky Skipper	Wellness Coordinator	District wide

TRANSFERS/REASSIGNMENTS:

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>EFFECTIVE</u>
Traci Kirby	SIS/Teacher	BES/Teacher	8/03/2018
Becky Skipper	SHS/Teacher	SIS/Teacher	8/03/2018
Katrina Bius-Walker	Coordinator of Opportunity Schools	Coordinator of Student & Family Support	7/30/2018

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

Suwannee Middle School:

Michael Meek, Teacher, May 10, 2018, for a total of 3.50 hours.

LEAVE OF ABSENCE (MATERNITY LEAVE):

Suwannee Primary School:

Courtney Goodin, Teacher, September 24, 2018 through November 5, 2018, without pay, with the option of returning sooner if released by the doctor.

Nicole Poole, Teacher, August 10, 2018 through October 15, 2018, without pay, with the option of returning sooner if released by the doctor.

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford Elementary School:

Amoreena Miller, 8 hour Food Service Worker, effective August 8, 2018

REPLACES: Edith Underwood

Jason Sparkman, Custodian

REPLACES: Dave Guyton

District-wide:

Alyssa Jones, Occupational Therapy Assistant, effective August 3, 2018

REPLACES: Keith Jackson

RIVEROAK Technical College:

Marissa Lane, Paraprofessional/Child Care Worker, effective August 9, 2018

REPLACES: Ginny Crews

Suwannee High School:

Kristen Kirby, School Nurse, effective August 3, 2018

REPLACES: Kathy Sellgren

Suwannee Middle School:

Diane Chavez, 6 hour Food Service Worker, effective August 8, 2018

REPLACES: Rhonda Tillman

Transportation:

Eppie Brown, Bus Attendant, effective August 10, 2018

REPLACES: Kimberly Bennett

CONTRACT RECOMMENDATIONS:

ANNUAL CONTRACTS:

<u>Suwannee High School:</u>	<u>Term</u>
Elisa Hall	10
<u>Suwannee Intermediate School:</u>	
Summer Bell	10
Amy Stratton	10
<u>Suwannee Middle School:</u>	
Kevin Lewis	10
Michael Meek	10

MISCELLANEOUS/ADMINISTRATIVE:

SCHOOL ADMINISTRATOR:

<u>RIVEROAK Technical College:</u>	<u>TERM</u>
Mary Keen, Principal	12
<i>(correction from 5/22/18 agenda)</i>	

MISCELLANEOUS/NON-INSTRUCTIONAL:

The following contract and term status is granted as indicated below:
Job title is 2018-2019 appointment and for placement on a salary schedule:

<u>Name</u>	<u>Position</u>	<u>Contract</u>	<u>Term</u>
<u>Information Technology Department:</u>			
*Donna Bass	Administrative Secretary	C	12
<i>(correction from 5/22/18 agenda)</i>			

*Confidential employee

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

School Board Attorney – Leonard Dietzen:

11. Legal Counsel's Report – No legal matters to report. However, Mr. Dietzen stated that he was proud to attend the swearing in of Mr. Taylor as the President of FSBA; and was proud of the support from those District employees who were in attendance.

Superintendent of Schools – Ted Roush:

12. Superintendent's Report – Mrs. Fitzpatrick stated there were no matters to report.

School Board Members:

13. Issues and concerns Board members may wish to discuss

- Mr. Alcorn stated he received the information from FSBA regarding their legislative platform. Mr. Taylor asked that he forward the email to all Board members for their information.
- Mr. daSilva thanked everyone who went to Tampa in support of Mr. Taylor.
- Mr. Taylor thanked everyone who went to Tampa to support him; he stated it is a privilege to represent the Suwannee County School District in the capacity of FSBA President.

The meeting adjourned at 7:08 p.m.

2018-19 JULY SURPLUS ITEMS

PROPERTY RECORD #	ITEM DESCRIPTION	ORIGINAL PURCHASE PRICE	ORIGINAL PURCHASE DATE	COST CENTER	REQUESTED DISPOSITION
99005864	NEC PROJECTOR	\$ 952.75	3/29/2007	BHS	SURPLUS
TOTAL		\$952.75			

Requested By:



MARK A CARVER,
DIRECTOR OF PROPERTY RECORDS

APPROVED BY:

SUPERINTENDENT

7/24/2018

DATE

BOARD CHAIRMAN

AGREEMENT FOR EDUCATIONAL STAFFING

THIS AGREEMENT, dated July 24, 2018, is between Kelly Services, Inc., a Delaware corporation authorized to transact business in Florida, 999 West Big Beaver Road, Troy, Michigan 48084, FEIN 38-1510762 ("Kelly"), and the Suwannee County School Board, FL, with its principal offices located at 1729 Walker Avenue, SW, Suite 200, Live Oak, FL 32064 ("Customer").

Background

- A. The Customer properly issued a Request for Information Notification RFI No. 05-14/TW – Substitute Teaching Employment Services dated March 14, 2014 (the "RFI"), to which Kelly submitted a proposal, and then Customer properly issued an Invitation to Negotiate (ITN No. 6-14/TW) for Substitute Teaching Employment Services for Pre-K through 12th grade on an as-needed basis (the "education-related services") to which Kelly was invited to negotiate;
- B. Based on the foregoing, the parties negotiated mutually agreeable terms as set forth herein.
- C. The Recitals above are incorporated by reference into the Agreement below.
- D. Now therefore, in consideration of the mutual undertakings of the parties set forth in this Agreement and of other valuable considerations, the receipt and sufficiency of which the parties acknowledge, Kelly and the Customer agree as follows.

1) DESCRIPTION, LOCATION AND PRICING OF SERVICES

Kelly will assign to the Customer Kelly temporary employees ("Assigned Employees"), through its service line, Kelly Educational Services, to provide education-related services, under the Customer's operational supervision, at the location(s) and for the pricing (and other related costs) described in Exhibit A attached hereto and incorporated herein by this reference (the "Services"). Additional services, if any, may be found in Exhibit C, the Statement of Work. Customer will be permitted to use the Exhibit in connection with its business operations, responses to public records requests, and other uses as required by law. If any services, functions or responsibilities not specifically described in this agreement are necessary for the proper performance and provision of the Services to the same extent and in the same manner as if specifically described herein.

2) KELLY GUARANTEE

Kelly guarantees that the Assigned Employees it places with the Customer will satisfactorily perform the services ordered by Customer. If not, Kelly will cancel charges for unsatisfactory services and furnish a replacement as soon as possible when the Customer has provided notice of its dissatisfaction within the first 16 working hours of an Assigned Employee's assignment. If Kelly receives notice after an Assigned Employee's first 16 working hours, Kelly will furnish a replacement as soon as possible, but not cancel the charges for the unsatisfactory services rendered prior to the Customer providing notice.

3) KELLY'S RESPONSIBILITIES

As the provider of staffing services, Kelly will be the employer of Assigned Employees, and will be responsible for the staffing services listed below.

- (a) Recruit, select, and hire Assigned Employees (including assuring that all Assigned Employees have submitted a background check, in a manner prescribed by Customer as required by section 1012.465, Florida Statutes, it being understood that failure to comply with this provision shall be cause for immediate termination of this Agreement.)
- (b) Place Assigned Employees according to Customer's requirements;
- (c) Pay Assigned Employees their wages and provide them the benefits that Kelly offers to them as Kelly employees;
- (d) Pay or withhold payroll taxes (e.g., FICA) and insurance premiums (e.g., Medicare) and fulfill its obligations for unemployment compensation (e.g., FUTA, SUTA);
- (e) Provide workers' compensation benefits and coverage for Assigned Employees;
- (f) Maintain Assigned Employees' personnel and payroll records related to their employment by Kelly;
- (g) Comply with laws, rules or regulations applicable to providers of staffing services;
- (h) Require Assigned Employees to agree in writing to protect the confidentiality of Customer's proprietary information;



- (i) Require Assigned Employees to execute agreements that Customer requests with regard to intellectual property developed by them in performance of their work for Customer;
- (j) Require Assigned Employees to acknowledge in writing that they have no right to participate in Customer's employee benefit plans;
- (k) Require Assigned Employees to comply with all rules and policies of Customer (e.g., those relating to premises access and security); and
- (l) Make legally required employment law disclosures to Assigned Employees
- (m) Satisfying its obligations under the Immigration and Reform Control Act, and the state and federal laws regarding equal employment opportunity, and occupational safety and health;
- (n) Offering the Hepatitis B vaccine upon employment to temporary employees whose job duties will involve a reasonable risk of exposure to bloodborne pathogens, providing such employees with general training relation to bloodborne pathogens and the universal precautions, and maintaining records required by OSHA regarding such training only, Kelly's offering of the Hepatitis B vaccine, and exposure incidents and post-exposure treatment.
- (o) Not engaging subcontractors to provide temporary employees;
- (p) Kelly will be the employer of temporary employees, and shall not by reason of their assignment to Customer through Kelly become employees of Customer.

4) CUSTOMER'S RESPONSIBILITIES

As the recipient of Kelly's temporary staffing services, the Customer will be responsible for controlling the environment in which Assigned Employees perform their work, the details of their work, and, teaching board-approved curriculum and approved lesson plans (if applicable) The Customer also will:

- (a) Provide Assigned Employees with a safe and suitable workplace, including all required site-specific training related to the chemical, physical and biological hazards in the workplace, emergency procedures, school rules and protocols, policies and procedures regarding student disciplinary actions, and the confidentiality of student records and information;
- (b) Provide Kelly with prompt notice of any injury suffered by an Assigned Employee;
- (c) Use Assigned Employees only in assignments that match the job descriptions for which Kelly places them, and will not give duties to an Assigned Employees that the Assigned Employee must perform outside of Customer's premises;
- (d) Notify Kelly when Assigned Employees are required to use Customer's timekeeping system;
- (e) Provide adequate internal controls, supervision, and instructions for Assigned Employees;
- (f) As to claims arising from the conduct of the Assigned Employees when they are required to handle keys, cash, confidential information and records of students and the Customer's regular employees, Customer agrees not to assert any claims against Kelly. Customer reserves the right to take action against any Assigned Employee for mishandling keys, cash or confidential information.;
- (g) As to claims arising from the use of any vehicle Customer owned or controlled machinery and equipment used by Assigned Employees in connection with their assignment (except for workers' compensation claims), Customer agrees not to assert any claims against Kelly. Customer reserves the right to take action against any Assigned Employee for the use of any Customer owned vehicle or controlled machinery and equipment used by Assigned Employees in connection with their assignment.;
- (h) Ensure that the Assigned Employees do not have sole custody of a single student, be solely responsible for supervising more than one classroom of students at a time, or administer or maintain custody of any student medications.
- (i) Provide Kelly with prompt, written notice of any concern or complaint about the conduct of an Assigned Employee by the end of the same day that it learns of the concern or complaint, and permit Kelly to actively participate in Customer's investigation of such a concern or complaint;
- (j) Assume responsibility for the conduct of its own officers, employees, and agents; and Comply with duties imposed on it by law, rule, or regulation.
- (k) Providing a suitable workplace for personnel supplied by Kelly which complies with all applicable safety and health standards and legislation including the obligations related to OSHA Bloodborne Pathogens Standard for Health Care Workers;



- (l) Providing evaluation and treatment for bodily fluid exposure, and maintaining and providing to Kelly all records regarding exposure incidents, post-exposure evaluation and treatment at Kelly's expense;
- (m) Providing personnel supplied by Kelly with all necessary site-specific information, training, personal protective equipment and materials regarding 1) hazardous substances in the workplace, and 2) the use of universal environmental safety protocols;
- (n) Ensuring temporary employees are only floated to educational settings including Communication Social Skills Classes (Autism), Physically Impaired Classes, or assigned to support a specific student with disabilities;
- (o) Orienting temporary employees to the facility and its rules and regulations and to acquaint them with the facility policies and procedures, including dress code and physical layout and equipment;
- (p) Cooperating in an evaluation of each temporary employee relative to such employee's ability to perform specific job functions upon completion of employee's assignment. Notwithstanding the foregoing, Kelly shall remain solely responsible for evaluation and assessment of its employees and the Customer in no way assumes liability for such evaluation; and
- (q) Notifying Kelly within forty-eight (48) hours of the event, any competency issues, incidents, and/or complaints related to the temporary employee and/or Kelly. Customer agrees to initiate communication with Kelly whenever an incident/injury report related to temporary employee is completed. Upon notification, Kelly shall document and track all unexpected incidents, including errors, sentinel events and other events, injuries, and safety hazards related to the care and services provided.

5) BBP TESTING

Kelly and Customer agree that if a blood / bodily fluid exposure incident occurs that exposes a temporary employee to another person's (source person's) blood / bodily fluid(s), and the HBV, HCV, and/or HIV-infection status of the source person is unknown, procedures that comport with applicable state and local laws will be followed for both requesting that the source person to be tested and for testing the source person, including obtaining the source person's informed consent. Notwithstanding the foregoing, if the source person is a student of the customer, the requirement to test the source person and obtain his/her informed consent shall not apply. Customer will bear the expense of testing the source person. Any temporary employee who has been exposed to HBV, HCV, or HIV as a result of the exposure incident will be referred for appropriate counseling and treatment. Infection status of the source person and other medical information concerning the source person shall be treated as confidential information.

6) REPRESENTATIONS

- (a) Kelly Represents and warrants that:
 - i) It is duly organized, validly existing and in good standing under the laws of the state of its organization;
 - ii) It is authorized and in good standing to conduct business in the state of Florida;
 - iii) It has all necessary power and has received all necessary approvals to execute and perform its obligations in the Agreement; and
 - iv) The individual executing the Agreement on behalf of Kelly is authorized to do so.
- (b) The Customer represents and warrants that:
 - i) Its actions under this Agreement do not violate its obligations under any agreement that Customer has with any labor union;
 - ii) Kelly's responsibilities listed in this Agreement regarding screening, the payment of wages, and the provision of benefits to the Assigned Employees do not violate a policy or practice of the Customer;
 - iii) The Customer has disclosed to Kelly all screening requirements that Customer would use for the positions covered by this Agreement if the Customer were directly employing individuals in such positions;
 - iv) The Customer has the right, power, and any requisite authorization to enter into this Agreement;



- v) The Customer has satisfied any applicable procedural requirements necessary for it to be authorized to enter into this Agreement;
- vi) The Customer representative who is signing this Agreement has been delegated authority by the school board or district to execute this Agreement;
- vii) If the Assigned Employees will use a Customer-provided time-keeping system or process, then a such time keeping system or process shall be compliant with all applicable legal requirements, including recording of time worked; and
- viii) The Customer neither request nor requires that the Assigned Employees perform duties outside of Customer's premises (e.g., participate on field trips) unless Kelly gives it written consent in advance.

7) BILLING & PAYMENT TERMS

- (a) **Invoices.** Kelly will invoice Customer bi-weekly to the Customer representative designated in section 14 "Notices" below (or at any other address that Customer designates) for the services of the Assigned Employees at agreed upon rates. The rates at which Kelly will invoice the Customer (and any reimbursable expenses) are listed in Pricing Exhibit A. If the Customer's rates are not set out in Pricing Exhibit A, Kelly and the Customer will agree on rates at the time of an order, memorialize such agreement in an amendment to this agreement (which will require approval with the same formalities as conducted for the approval of this Agreement, and upon such execution and delivery of the signed and authorized amendment, then Kelly will record such change electronically in its systems.
- (b) **Taxes.** Any sales or use taxes that apply to sales to Customer will be added to Customer's invoices as a separate item.
- (c) **Pricing Adjustments.** The markup percentage set forth in Exhibit A will remain firm for the duration of the contract period. Wages to be paid to substitute teachers will follow the minimum requirements set forth by Customer. If any government-mandated cost (such as minimum wages, or a payroll tax, premium, contribution, benefit, or sales or use tax) is imposed, increased, or newly introduced after July 24, 2017 with respect to Kelly employees assigned to Customer, Kelly will adjust rates for Kelly employees to Customer to reflect such costs, without mark-up, until new rates are agreed to with Customer in writing (and duly authorized by both parties).
- (d) **Record of Time Worked; Automated Scheduling.** Customer agrees to adhere to the "Time, Billing & Automated Scheduling Terms" in Exhibit B.
- (e) **Expenses.** Expenses (e.g., mileage) and all costs associated with required screenings and drug tests will be charged to the Customer, passed through without mark up. Kelly shall use reasonable efforts to ensure that all required screenings and drug tests are completed in a cost effective manner.
- (f) **Payment.** Customer shall issue payment in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act, after receipt of an acceptable invoice, inspection and acceptance of provided in accordance with the terms and conditions of the Agreement. Any penalty for delay in payment will be in accordance with applicable law.
- (g) **Federal Requirements.** Customer may utilize federal funds for its payment pursuant to the Agreement; accordingly, Kelly shall execute and deliver to the Customer, concurrent with its signature of the Agreement the following, all of which shall be incorporated into the agreement by this reference: (a) Federal Regulatory Compliance Statement; (b) Certification Regarding Drug-Free Workplace Requirements; (c) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; and (d) Non-Collusion Affidavit. These forms are assembled in the composite Exhibit C attached hereto and incorporated herein by this reference.
- (h) **Funding Out.** Each payment obligation of the Customer created by this agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, this agreement may be terminated by the Customer at the end of the period for which funds are available. If such event occurs, then the Customer shall notify Kelly at the earliest possible time before such termination. No penalty shall accrue to the Customer in the event this provision is exercised, and the Customer shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

8) WORKERS' COMPENSATION AND LIABILITY INSURANCE



See Exhibit D attached hereto and incorporated herein by this reference.

9) INDEMNIFICATION BY KELLY

- (a) Kelly will indemnify, defend and hold harmless Customer and its directors, officers, employees and agent, from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorney fees) (collectively "Damages") imposed upon or incurred by Customer to the extent arising out of any of the following:
 - i) Any negligent act or omission or intentional misconduct on the part of Kelly, its officers, employees (excluding its employees on assignment) or agents, within the scope of their employment, provided Kelly's indemnity obligation will be limited to property damage, bodily injury and wrongful death;
 - ii) Kelly's failure to comply with its obligations under applicable employment-related laws, regulations or orders in Kelly's capacity as the general employer of the Assigned Employees;
 - iii) Breach of any obligation of Kelly contained in this Agreement; or
 - iv) Any direct claim for workers' compensation benefits for job-related bodily injury or death asserted against Customer by any Kelly employees or, in the event of death, by their personal representatives.
- (b) Kelly's obligation to indemnify, defend and hold harmless will not apply to: (i) indirect, special, or consequential Damages, (ii) the extent that Damages are due to Customer's failure to fulfill its duties under Section 4, (iii) the extent that any Damages, except for the payment of workers' compensation benefits, are the result of any negligent act or omission or intentional misconduct of Customer, its officers, employees or agents, or (iv) the extent that Customer is required to indemnify Kelly against such Damages under Section 10.

10) INDEMNIFICATION BY CUSTOMER

- (a) Subject to the limitations of §768.28, Florida Statutes, Customer will indemnify, defend and hold harmless Kelly and its directors, officers, employees and agents, from and against all Damages imposed upon or incurred by Kelly, other than for job-related bodily injury or death of an Assigned Employee (as set forth in section 9 (a)(iv) above), arising out of any of the following:
 - i) Any negligent act or omission or intentional misconduct on the part of the Customer, its officers, employees (excluding its employees on assignment) or agents, within the scope of their employment, provided or Customers' indemnity obligation will be limited to property damage, bodily injury and wrongful death;
 - ii) Customer's failure to comply with its obligations under applicable laws, regulations or orders; or
 - iii) Breach of any obligation of Customer contained in this Agreement;
- (b) Customer's obligation to indemnify, defend and hold harmless will not apply to: (i) indirect, special or consequential Damages; (ii) the extent that Damages are due to Kelly's failure to fulfill its duties under Section 3, (iii) the extent that any Damages, except for the payment of workers' compensation benefits, are the result of any negligent act or omission or intentional misconduct of Customer, its officers, employees or agents, or (iv) the extent that Kelly is required to indemnify Customer against such Damages under Section 9.

11) NOTIFICATION OF CLAIMS

- (a) Customer and Kelly agree (i) to notify each other in writing of any asserted claim within twenty (20) days of either discovery of the occurrence upon which the claim may be based or learning of the claim, whichever occurs first, and (ii) to permit Kelly or Customer, as the case may be, to defend the claim at the option of the party against whom the claim is asserted, with counsel acceptable to such party, which consent will not be unreasonably refused.
- (b) Neither party will pay or agree to pay any asserted claim under this Agreement without prior written approval from the party against whom the claim is asserted, which approval will not be unreasonably withheld; provided that approval on behalf of Kelly must be obtained from the Kelly Law Department in Troy, Michigan.



12) TERM; TERMINATION

- (a) The term of this Agreement begins as of the date first shown above and will continue through June 30, 2019. Customer may extend the agreement for one or more years (not to exceed 3 years) and may be canceled by either party upon not less than thirty (30) days prior written notice to the other. Kelly reserves the right to terminate this Agreement immediately in the event of non-payment. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination.
- (b) In order to provide transition assistance to the Customer in the event that this Agreement is terminated or expires, Kelly agrees that the Customer may provide written notice to Kelly retaining Kelly for a minimum of one calendar month, and on a month-to-month basis for a period not to exceed six (6) months, on the same terms and conditions set forth in this Agreement. The provisions of this section will not apply if this agreement is terminated by Kelly based on an uncured event of default by the Customer (in which event Kelly reserves all rights at law).

13) NON-SOLICITATION

Unless otherwise agreed to in writing, neither party shall hire or solicit the employment of the other party's regular, full-time employees during the term of this Agreement and for a period of twelve (12) months thereafter. This provision shall not apply to a party's generalized recruiting practices.

14) MISCELLANEOUS

(a) Notices

- i) Any notices, consents or other communications required or permitted under this Agreement must be in writing (including telecommunications) and delivered personally or sent by telex, telecopy or other wire transmission (with request for assurance in a manner typical with respect to communication of that type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested), addressed as shown on the first page of this Agreement.
- ii) Unless otherwise stated in this Agreement, notices, consents or other communications will be deemed received (a) on the date delivered, if delivered personally or by wire transmission; (b) on the next business day after mailing or deposit with an overnight air courier; or (c) three business days after being sent, if sent by registered or certified mail.
- iii) Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of Customer and Kelly in writing promptly upon commencement of the Services. Once so designated, each party's representative shall coordinate communications and processes as needed for the purposes of conducting the Services set forth in this Agreement, as well as to the development (including content and format) of the invoicing and quarterly reports providing a narrative progress detailing the scope of the Services provided and activities to date (also in form and content to be determined by Customer) to be provided by Kelly as a part of the Services. For purposes of Customer's designee for the day-to-day activities, the Customer Administrator shall be:

Suwannee County School Board
 Ted Roush, Superintendent
 1729 Walker Avenue, SW, Suite 200
 Live Oak, FL 32064
 386-647-4600

- (b) **Access to Records.** To the extent required by regulations promulgated by the Health Care Financing Administration pursuant to Section 952 of the Omnibus Reconciliation Act of 1980, Kelly shall until the expiration of four (4) years following the furnishing of services pursuant to this Agreement, make available upon the written request of the Secretary of Health and Human Services or the U.S. Comptroller General, or any of their duly authorized representatives, this Agreement, and books, documents, and records necessary to verify the nature and extent of costs incurred by Customer by reason of the activities of Kelly under this Agreement. Any agreements entered into hereunder by Kelly and its affiliate (Kelly Educational Services) for the provision of the services contracted herein, if over a twelve (12) month period, shall contain this clause imposing the same obligations upon such affiliate.



- (c) **Student Records; FERPA.** Customer represents that each Kelly Assigned Employee is a "school official" with a "legitimate educational interest" under the definitions of those terms set forth in the Customer's FERPA notification(s) to students and parents during the term of this Agreement. Kelly shall develop, implement, maintain and use appropriate administrative, technical or physical security measures to the full extent required by FERPA in order to train its Kelly Assigned Employees and obtain a signed and written agreement of each Kelly Assigned Employee regarding his/her legal obligation to maintain the confidentiality of "education records" as that term is defined by FERPA. Customer recognizes and agrees that for purposes of all applicable laws, Kelly Assigned Employees have a legitimate educational interest for purposes of Customer's disclosing to Kelly Assigned Employees its students' education records.
- (d) **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement.
- (e) **Subcontractors.** To the extent Kelly is permitted to utilize its affiliate, Kelly Educational Services, for the performance of any of the work set forth in the Agreement, Kelly shall ensure that such affiliate complies with all provisions of the Agreement. Kelly will remain liable for the acts and omissions of such affiliate the proper performance and delivery of the products and/or services set forth in the Agreement.
- (f) **Public Records Laws.** This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Kelly understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. For all contracts as set forth in Section 119.0701, Florida Statutes (2018) see Exhibit E which is incorporated by reference herein.
- (g) **Non-Discrimination.** Kelly represents and warrants to the Customer that Kelly does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Kelly's performance under the Agreement on account of race, color, sex, religion, age, handicap, marital status, national origin, citizenship status, creed, religious affiliation, sexual orientation, gender identity, disability, veteran status, or any other protected status under applicable law. Kelly further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status, or national origin be excluded from participation in, be denied services, or be subject to discrimination under any provision of the Agreement.
- (h) **Severability; Waiver.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.
- (i) **Assignment.** Neither Kelly nor Customer may assign this Agreement (whether in whole or in part) without the prior written consent of the other party; provided, however, that Kelly may use its affiliate, Kelly Educational Services, to fulfill any or all of its obligations hereunder without securing Customer's consent. This Agreement will be binding upon the parties hereto, and their successors, heirs and assigns, as permitted.
- (j) **Survivorship.** These provisions which by their nature are intended to survive the expiration, cancellation, or termination of the Agreement including, by way of example only, the indemnification and confidentiality provisions, shall survive the expiration, cancellation or termination of the Agreement.
- (k) **No Gifts or Contingent Fees.** Kelly warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Kelly, to solicit or secure the Agreement, and that it has not paid or agreed to pay and person, company, corporation, individual or firm, other than a bona fide employee working solely for Kelly, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For the breach or violation of these provisions, the Customer shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- (l) **Disclosure of Employment of Former Customer Employees.** All bidders, proposers, consultants, and contractors are required to disclose the names of any of their officers, directors, agents, or employees who serve as agents or principals for the bidder, proposer or contractor, and who within the last two (2) years, have been or are the employees of the Customer. And all bidders, proposers, consultants, and contractors are required to disclose the name of any Customer employee who owns, directly or indirectly, any interest in Kelly's business. Such disclosures will be in accordance with current Customer policies, but will include, at a minimum, the name of the former Customer employee, a list of the positions the employee held in the last two (2) years of his or her employment with the Customer, and the



dates the employee held those positions. By its signature of the Agreement, Kelly certifies to the Customer that there are no names to disclose to the Customer pursuant this section.

- (m) **Publicity.** Kelly shall not use the Customer name, logo or other likeness in any press release, marketing materials or other public announcement without receiving the School Board's prior written approval.
- (n) **Independent Contractor.** In its performance of this Agreement, Kelly will at all times act in its own capacity and right as an independent contractor, and nothing contained herein may be construed to make Kelly an agent, partner or joint venturer of Customer.
- (o) **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement [(except for any obligations to make payments to the other party hereunder)], when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any governmental authority; (vii) national or regional emergency; (viii) strikes, labor stoppages or slowdowns or other industrial disturbances; and (ix) shortage of adequate power or transportation facilities. The party suffering a Force Majeure Event shall give notice within five (5) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.
- (p) **Amendments.** This Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties.
- (q) **Counterparts and Facsimile Signatures Authorized.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- (r) **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule. Venue for any action arising under this Agreement shall lie exclusively in the state or federal court located in Suwannee County, Florida.
- (s) **Time of Essence.** Time is of the essence in this Agreement. Except as specifically noted herein, if any date of significance hereunder falls upon a Saturday, Sunday, or legal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday, or legal holiday. Saturdays, Sundays, and legal holidays shall not be considered business or working days.
- (t) **Entire Agreement.** This Agreement and its Exhibits are the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, express or implied, not incorporated in this Agreement are superseded.

In witness whereof, the parties have caused their duly authorized representatives to execute and deliver this Agreement effective July 24, 2017.

ATTEST:

SUWANNEE COUNTY SCHOOL BOARD, FLORIDA

By: _____

By: _____

Name: _____

Name: Ted L. Roush

Title: _____

Title: Superintendent of Schools

Date: _____

Date: _____

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

Chairperson, Suwannee County School Board

EXHIBIT A**PRICING FOR KELLY EDUCATIONAL SERVICES**

This Pricing Exhibit A is incorporated and made part of the Agreement for Educational Services between Kelly Services, Inc. and the Suwannee County School Board, dated July 24, 2018. The maximum indebtedness of Customer for each fiscal year (July 1 through June 30) shall not exceed \$13,000,000.00.

- 1. Types of Assignments; Pricing.** The Assigned Employees will be assigned to the following positions and at the following rates :

Job Title	Hourly Pay Rate	Markup	Hourly Bill Rate
Substitute Teacher – High School Diploma or Associates Degree	\$8.50/hour	1.39	\$11.82/hour
Substitute Teacher – Bachelor's Degree	\$10.00/hour	1.39	\$13.90/hour
Substitute Teacher – Master's Degree	\$12.00/hour	1.39	\$16.68/hour
Substitute Teacher – Certified Teacher - Long Term Assignment	\$20.00/hour	1.39	\$27.80/hour
Paraprofessional	\$8.25/hour	1.39	\$11.47/hour
Retiree DROP Program	TBD	1.29	TBD
School Nutrition Employee	\$8.25/hour	1.43	\$11.80/hour
Custodial Employee	\$8.25/hour	1.43	\$11.80/hour

***NOTE – Subject to change pending official Board action on rate of pay adjustment.**

- 2. Early Payment.** Kelly shall provide to Customer a discount of one-percent (1%) on each invoice if Customer pays within thirty (30) days from receipt of invoice. Kelly shall format each invoice to establish the pricing as set forth in section 1 above, and also format the invoice to include the alternative of this 1% discount for payment within 30 days as a separate line item in the invoice.

KELLY SERVICES, INC.**SUWANNEE COUNTY SCHOOL BOARD**

By: _____

By: _____

Name: _____

Name: Ted L. Roush

Title: _____

Title: Superintendent of Schools

Date: _____

Date: _____

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

Chairperson, Suwannee County School Board

Exhibit B

TIME, BILLING & AUTOMATED SCHEDULING TERMS**1) DOCUMENTATION OF TIME WORKED**

- (a) The Customer agrees to review, approve and sign, by signature or electronic means, documentation of time worked by the Assigned Employees. The Customer also will designate one or more representatives to approve the record on its behalf. If the Customer representative is unavailable, the Kelly representative responsible for the Customer assignment (or other Kelly representative authorized by Customer) may approve the record on Customer's behalf or it may be approved in accordance with (b) below. Customer will use reasonable efforts to assist Kelly in the retrieval of missing or unsubmitted School Nutrition Program employee time sheets.
- (b) Electronic approvals through the KASS Web Time system require the following:
 - i) School Nutrition Program employees will submit time for approval each week. The Customer must approve time entries by Tuesday of the following week at 11:59 PM. The Customer will make reasonable efforts to ensure that approving managers take approval action on Tuesday and adhere to this schedule to expedite substitute payroll.
 - ii) Approved time for a given week-ending date will be gathered from the system Monday, Tuesday and after midnight Wednesday as time entries sheets are approved. At that time, all non-rejected time that have been submitted for approval will be considered approved-in-full by the school and sent for payroll processing.
 - iii) All Customer representatives who approve the time entries of the Assigned Employees must have school-issued, active e-mail accounts.
 - iv) Each school should assign a KASS Web Time administrator to approve School Nutrition Program employee time sheets each week. A backup administrator should also be designated to approve time sheets in the event of the first administrator's absence.
 - v) All adjustments to approved time will be handled outside of the KASS Web Time system. KASS will not be updated to reflect the adjusted values.

2) NON-EXEMPT EMPLOYEES & OVERTIME

- (a) **Non-exempt Employees.** Some Kelly Employees may be deemed as non-exempt employees under federal or state wage and hour laws (e.g., (1) states that designate teachers as non-exempt, (2) licensed teachers not performing the customary duties of a classroom teacher, or (3) Kelly Employees that are not licensed teachers and assigned to perform clerical, administrative, janitorial, or cafeteria duties). Kelly Employees who are designated as non-exempt or are performing non-exempt work are entitled to overtime pay.
- (b) **Overtime; Meal and Rest Periods.**
 - i) Kelly shall pay nonexempt Kelly Employees overtime pay in accordance with applicable federal and state law at a rate of one and one-half times their regular rate of pay for all hours worked over 40 hours in any given workweek and bill the Customer accordingly.
 - ii) Kelly shall adjust its overtime payments to comply with state laws that may impose additional or different requirements than federal law, and bill the Customer accordingly. For example, under California's wage and hour law, nonexempt employees must be paid overtime for any hours worked in excess of eight hours in one workday or 40 hours in one workweek.
 - iii) Kelly will base overtime pay on hours actually worked. For example, hours paid for vacation, holiday, sick, or paid time off will not be included in calculating overtime.
 - iv) An authorized Customer representative must approve in advance a non-exempt Kelly Employee working overtime.
 - v) In those states that require non-exempt employees to have meal and rest periods, non-exempt Kelly Employees must accurately record their meal and rest periods in accordance with Section 1 above.

3) AUTOMATED SCHEDULING

- (a) Kelly shall provide an interactive, voice-activated response (IVR) and internet program for automated scheduling and absence reporting in some situations. Among other things, the program would enable Kelly to provide the Customer with certain reports and information related to regular teacher absences and substitute teacher staffing coverage, and would permit the Customer and its designated representatives to schedule regular teacher absences. Implementation

of the IVR/internet program would require that the Customer provide certain information concerning the employment positions that the Agreement for Educational Staffing covers and the personnel currently in such positions.

- (b) Any information that the Customer provides Kelly for purposes of implementing the IVR/internet program will be used in connection with the educational staffing services that Kelly provides. Kelly will not use such information for any other purpose without the Customer's prior written consent.

Information in reports that Kelly furnishes to the Customer which are generated based on the IVR/web program will contain information that the Customer's personnel provides upon accessing and using the IVR/web program. Accordingly, the accuracy of such information depends on the accuracy of the information provided by the Customer's personnel. The Customer will be solely responsible for verifying the accuracy of such information.

Exhibit C – Composite Federal Forms**FEDERAL REGULATORY COMPLIANCE STATEMENT**

The purpose of this document is to assure compliance by the Contractors (*defined as any individual or company who agrees to provide materials or services at a specified price*) to those certain clauses, provisions and requirements as described by applicable Federal Regulations, which apply to any resulting agreement between the Suwannee County School Board, Florida (SCSB) and the Contractor. By signature, the individual executing this statement attests that he/she possesses authority to obligate the contracting firm and agrees to comply with all clauses, provisions and requirements as described below throughout the term of the agreement.

-
1. The Contractor agrees to allow reasonable access by SCSB, the Federal granting agency, the Comptroller General of the United States or any of their duly authorized representatives to the Contractor's books, documents, papers, and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcripts.
 2. The Contractor agrees to maintain all records related to this agreement for a period of three years after the final payment for the agreement and after all other matters are closed.
 3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state, and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.
 4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow SCSB to sustain the cost (if applicable).
 5. The Contractor agrees to properly complete and submit to SCSB a federal debarment certification form for each renewal year of the Contract, if renewals apply.
 6. The Contractor agrees to properly complete and submit to SCSB a non-collusion affidavit.
 7. The Contractor agrees to properly complete and submit to SCSB a federal drug free workplace certification form.
 8. The Contractor agrees the SCSB may terminate the contract at any time for any reason. If terminated for cause, the Contractor agrees the SCSB may seek remedies for damages, if applicable.
 9. The Contractor agrees to comply with all applicable environmental standards, orders or requirements.
-

CONTRACTOR: Kelly Services, Inc.

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

- 1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- 2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of and conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.

CONTRACTOR'S SIGNATURE / DATE

NAME/TITLE

Name of Company: Kelly Services, Inc.

CERTIFICATION REGARDING DDEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145.

1. The Contractor (or its affiliate) certifies to the best of its knowledge and belief that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency from doing business with the Federal Government.
 - B. Have not within a three-year period preceding this contract have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.B. above of this certification.
 - D. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the Contractor is unable to certify to any of the statements above in this certifications, such Contractor shall attach an explanation to this certification.

CONTRACTOR'S SIGNATURE

NAME/TITLE of AUTHORIZED REPRESENTATIVE

Name of Company: Kelly Services, Inc.

NON-COLLUSION AFFIDAVIT

State of FLORIDA

County of SUWANNEE

I state that I am the _____ of Kelly Services, Inc., a Delaware corporation authorized to transact business in Florida, and I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I am the person responsible in my firm for the price(s), guarantees and the total financial commitment represented in the firm's offer.

I hereby attest that:

- (1) The price(s) and amount(s) in the offer have been arrived at independently and without consultation, communication or agreement with any other contractor, respondent, or potential respondent.
- (2) Neither the price(s) nor the amount(s) of the offer, and neither the approximate price(s) nor approximate amount(s) of the offer, have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.
- (3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit and offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.
- (4) Kelly Services, Inc., its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that Kelly Services, Inc., understands and acknowledges that the above representations are material and important, and will be relied on by the Suwannee County School Board, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Suwannee County School Board, Florida, of the true facts relating to submission of offers for this contract.

(Signature)

(Date)

Exhibit D – INSURANCE REQUIREMENTS

A. Description of the VENDOR/CONTRACTOR Required Insurance. Without limiting any of the other obligations or liabilities of the VENDOR/CONTRACTOR, the VENDOR/CONTRACTOR shall, and shall cause its affiliate Kelly Educational Services (herein, defined as a "subcontractor"), at the VENDOR/CONTRACTOR's sole expense, procure, maintain, and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by SCSB and shall be maintained in force throughout the term of this Agreement.

1. Worker' Compensation/Employers' Liability. The Workers' Compensation/Employers' Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements set forth herein.

(a) The VENDOR/CONTRACTOR's insurance shall cover the VENDOR/CONTRACTOR (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensations policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law.

(b) The policy must be endorsed to waive the insurer's right to subrogate against SCSB, and its members, officials, officers and employees.

(c) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

\$1,000,000	Each Accident
\$1,000,000	Disease – Each Employee
\$1,000,000	Disease – Policy Limit

2. Commercial General Liability. The Commercial General Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The VENDOR/CONTRACTOR's insurance shall cover those sources of liability which would be covered by the latest occurrence for edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) and those described below which would apply to the Services contemplated under this Agreement. Such coverage shall be primary over other insurance.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, or bacteria Terrorism Silica, asbestos, or lead.

The coverage shall not include restrictive endorsements which exclude coverage for liability arising out of: sexual molestation, sexual abuse, or sexual misconduct.

(b) The limits to be maintained by the VENDOR/CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence

(c) The VENDOR/CONTRACTOR shall include SCSB and the SCSB's members, officials, officers, and employees as "additional insureds" on the Commercial General Liability Coverage.

(d) The VENDOR/CONTRACTOR shall pay on behalf of SCSB or the SCSB's member, official, officer, or employee any such deductible or self-insured retention applicable to a claim against SCSB or the SCSB's member official, officer or employee for which the SCSB or the SCSB's member, official, officer, or employee is insured as an additional insured.

3. Business Auto Liability. The automobile liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

- (a) The VENDOR/CONTRACTOR's insurance shall cover the VENDOR/CONTRACTOR's owned, non-owned and hired autos used by non-assigned Kelly Employees in connection with this Agreement.
- (b) The SCSB and the SCSB's members, officials, officers, and employees shall be included as "additional insureds" on the policy.
- (c) The limits to be maintained by the VENDOR/CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

\$1,000,000 Each Occurrence – Bodily Injury and Property Damage Combined

4. Professional Liability. The professional liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

- (a) The professional liability insurance shall be on a form acceptable to the SCSB and shall apply to those claims which arise out of VENDOR/CONTRACTOR's duties as a staffing firm pursuant to this Agreement.
- (b) If the insurance maintained by the VENDOR/CONTRACTOR also applies to services other than Services under this Agreement, the limits of insurance maintained by the VENDOR/CONTRACTOR shall not be less than \$1,000,000 per claim/annual aggregate. If the insurance maintained by the VENDOR/CONTRACTOR applies exclusively to the Services under this Agreement, the limits of insurance maintained by the VENDOR/CONTRACTOR shall not be less than \$1,000,000 per claim/annual aggregate.
- (c) The VENDOR/CONTRACTOR shall maintain the professional liability insurance until the end of the term of this Agreement. Through the use of an extended discovery period or otherwise, the insurance shall apply to those claims which arise out of its duties as a staffing firm, prior to the expiration or termination of this Agreement which are reported to the VENDOR/CONTRACTOR or the insurer within four years after the expiration or termination of this Agreement.

B. Evidence of Insurance. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by SCSB and shall be maintained in force throughout the term of this Agreement. The VENDOR/CONTRACTOR shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers' Compensation/Employer's Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the VENDOR/CONTRACTOR shall furnish SCSB with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to the SCSB, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers' Compensation/Employer's Liability contains a waiver of subrogation in favor of SCSB, identify the Agreement, and provide that SCSB shall be given no less than thirty (30) days' written notice prior to cancellation.

2. As evidence of the required Additional Insured status of SCSB on the Commercial General Liability insurance, the VENDOR/CONTRACTOR shall furnish SCSB with:

a fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of SCSB and the SCSB's members, officials, officers, and employees as Additional Insureds in the Commercial General Liability coverage;

3. Until such time as the insurance is no longer required to be maintained by the VENDOR/CONTRACTOR as set forth in this Agreement, the VENDOR/CONTRACTOR shall provide SCSB with renewal or replacement evidence of the insurance in the manner heretofore described no less than ten (10) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

C. Qualification of the VENDOR/CONTRACTORS's Insurers.

1. Insurers providing the insurance required by this agreement for the VENDOR/CONTRACTORS must either be:
(1) authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida,

or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida Statutes.

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best Rating of "A-" or better and a Financial Size Category of VII" or better according to A.M. Best Company.

3. If, during the period when an insurer is providing the insurance required by this Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the VENDOR/CONTRACTOR has knowledge of any such failure, the VENDOR/CONTRACTOR shall immediately notify SCSB and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the VENDOR/CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to SCSB, the VENDOR/CONTRACTOR shall be in default of this Agreement.

D. **The VENDOR/CONTRACTOR's Insurance Primary and Non-Contributory.** The General Liability insurance provided by the VENDOR/CONTRACTOR pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by SCSB or the SCSB's member, official, officer, or employee.

E. **The VENDOR/CONTRACTOR's Insurance As Additional Remedy.** Compliance with the insurance requirements of this Agreement shall not limit the liability of the VENDOR/CONTRACTOR, or its Subcontractor or Sub-subcontractors, employees or agents to SCSB or others. Any remedy provided to SCSB or the SCSB's members, officials, officers or employees by the insurance shall be in addition to and not in lieu of and other remedy available under this Agreement or otherwise.

F. **No Waiver by SCSB Approval/Disapproval.** Neither approval by SCSB nor failure to disapprove the insurance furnished by the VENDOR/CONTRACTOR shall relieve the VENDOR/CONTRACTOR of the VENDOR/CONTRACTOR's full responsibility to provide the insurance as required by this Agreement.

Exhibit E

**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).

SCSB 2019-57 (REVISED RENEWAL)

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

THIS AGREEMENT (“Agreement”) is entered into by and between Meridian Behavioral Healthcare, Inc., a Florida Not for Profit Corporation, 4300 SW 13th Street, 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 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 and shall continue until June 30, 2019.
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 Carali McLean, Senior Vice President of Clinical Programs and Business Development or her designee. Contract Manager for the School Board will be Debra Land, Director of Student Services 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:

SCSB 2019-57 (REVISED RENEWAL)

The School Board of Suwannee County, Florida
1729 Walker Avenue, SW, Suite 200
Live Oak, FL 32064
Attention: Ted L. Roush, Superintendent of Schools

Meridian Behavioral Healthcare, Inc.
4300 SW 13th Street, Gainesville, FL 32608
Attention: Margarita Labarta, Ph.D., President/CEO
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.

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

SCSB 2019-57 (REVISED RENEWAL)

- 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, which Meridian provides to School Board, pursuant to a properly executed release of information.

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

As part of this Agreement; it is required that Meridian staff providing services on premises have access to the internet for the purposes of connecting to Meridian's EMR (Electronic Medical Records) to document care and treatment of clients

SCSB 2019-57 (REVISED RENEWAL)

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, 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

SCSB 2019-57 (REVISED RENEWAL)

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

5. Scheduling: Meridian staff will provide services within the constraints of the school day and make every effort to minimize disruption to the learning environment.
6. Additional consultation: Meridian will provide the following consultation services upon request, within available resources:
 - a. Florida licensed clinical social worker, marriage and family therapist, or mental health counselor as a member of Threat Assessment Teams.
 - b. Primary therapist or other clinical staff as part of team meetings with student, parent(s), teachers and other school personnel to develop plans for transition, safety, and follow up services for students returning to school following a Baker or Marchman Act evaluation and/or admission to an inpatient crisis stabilization unit.
 - c. Examination and consultation, in person or via telehealth, to assess need to initiate a Baker or Marchman Act evaluation; licensed staff may also initiate the Baker or Marchman Act.
 - 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, 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:

Fingerprinting and Background Checks:

SCSB 2019-57 (REVISED RENEWAL)

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_ or his/her designee in advance of Meridian providing any/all services under this Agreement. Meridian will bear the cost of all fingerprinting and acquiring the background screening required hereunder and any/all fees imposed by the Florida Department of Law Enforcement and the School Board to conduct the searches and maintain the fingerprints provided with respect to Meridian and Meridian's staff. Meridian will indemnify and hold harmless the School Board against liability in the form of physical or mental injury, death, or property damage resulting from the Meridian's failure to comply with the requirements of these cited policies and statutes.

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

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

SCSB 2019-57 (REVISED RENEWAL)

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, 2018 and upon its execution by both parties and will expire on June 30, 2019. Prior to its expiration, either party may terminate this Agreement with or without cause, upon thirty (30) days' written notice to the other party.
6. Default and Remedy: In the event of the failure of either party to comply with any provision of this Agreement, the non-defaulting party shall notify the defaulting party in writing, stating specifically the provision that gives rise to the default. The defaulting party shall be entitled to a period of fifteen (15) days to cure the default. After such fifteen (15) day period, and the notwithstanding the

SCSB 2019-57 (REVISED RENEWAL)

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 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

SCSB 2019-57 (REVISED RENEWAL)

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

SCSB 2019-57 (REVISED RENEWAL)

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, Ph.D. Date
President/CEO

“School Board”

THE SCHOOL BOARD OF SUWANNEE COUNTY

By: _____
Jerry Taylor Date
Board Chairman

By: _____
Ted L. Roush Date
Superintendent

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

SCSB 2019-57 (REVISED RENEWAL)

**ATTACHMENT A
SERVICE AND RATE SCHEDULE**

Service Type:	Screening
Description:	Brief clinical evaluation using evidence-based and developmentally appropriate screening instruments for early identification of individuals at risk for mental health issues, substance abuse, or harm to self or others. Includes recommendations based on screening results, and linkage to more in-depth assessment if indicated.
Rate of Reimbursement:	\$63.25 per screening
Service Type:	Individual Outpatient Services
Description:	Includes assessment, individual therapy, clinical on-site services, family therapy, treatment planning, crisis intervention, evaluation, brief (non-psychiatric) clinic visit, collateral therapy, intensive therapeutic on-site services, individual psycho-educational interventions, provided in person or synchronous telehealth.
Rate of reimbursement:	\$95 per hourly unit; rounded up to the nearest 10-minute increment; Example: 45 minutes is rounded to 50 minutes= 0.83 units=\$78.85
Service Type:	Group Outpatient Services
Description:	Includes group therapy and group psychoeducational services.
Rate of reimbursement:	\$20 per hourly unit; rounded up to the nearest 10-minute increment.
Service Type:	Psychiatric Evaluation
Description:	Comprehensive psychiatric evaluation, provided in person or via synchronous telehealth
Rate of Reimbursement:	\$300 per service event if performed by a psychiatrist; \$220 if performed by an ARNP; typically, a one-hour visit
Service Type:	Psychiatric Medication Follow-up
Description:	Medication monitoring and follow-up, provided in person or via synchronous telehealth.
Rate of reimbursement:	\$120 per service event; typically, a brief visit

SCSB 2019-57 (REVISED RENEWAL)

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 per hour, rounded up to the nearest 10-minute increment.
Service Type:	Behavior Assessment
Description	Assessment by a licensed and trained clinician to provide a clear operational description of the maladaptive behavior(s) including identification of the events, times, and situations that appear to be associated to the occurrence of the maladaptive behavior(s); identification of functional consequences of maladaptive behavior(s); development of summary statements that describe the maladaptive behavior(s) and its(their) functions; and a summary and recommendations. This service requires physician authorization.
Rate of Reimbursement:	\$385.19 per assessment.
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:	\$17.16 per quarter hour for technician level; \$22.10 per quarter hour for assistant behavior analyst; \$40.04 per quarter hour for lead analyst.
Service Type:	Prevention
Description:	Meridian offers different evidence-based programs in the classroom or group setting. These include: 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

SCSB 2019-57 (REVISED RENEWAL)

	National Health Education Standards allowing for easy integration into any health or wellness curriculum.
Rate of Reimbursement:	\$975 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:	\$900 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 for middle school \$750 for high school
Service Type:	Consultation Services
Description	Licensed clinician to participate in interdisciplinary team staffing with school personnel. This includes but is not limited to: <ul style="list-style-type: none">• Threat Assessment Teams• Transition planning for youths re-entering school following a Baker or Marchman Act or inpatient psychiatric episode of care.• Trauma-informed services training
Rate of Reimbursement:	\$100 per hour
Service Type:	Mental Health First Aid Training
Description:	Eight-hour training in evidence-based approach to identify and intervene with youths experiencing a crisis due to mental or substance use disorders.
Rate of Reimbursement:	\$600 per class, maximum 25 persons per class

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 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.

SCSB 2019-57 (REVISED RENEWAL)

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 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.

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

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.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE STATE OF FLORIDA
DEPARTMENT OF HEALTH
AND
THE SUWANNEE COUNTY SCHOOL BOARD**

For the Provision of School Health Services in Suwannee County

THIS AGREEMENT, effective upon the date of execution, by and between the State of Florida, Department of Health, through its Suwannee County Health Department (hereinafter referred to as DOH-SUWANNEE), located at 915 Nobles Ferry Road, Live Oak, Florida 32064 and the Suwannee County School Board, (hereinafter referred to as SCSB), located at 1729 Walker Ave, SW, Suite 200, Live Oak, Florida 32060.

1. **Purpose.** The purpose of this Agreement is to establish the terms and conditions under which DOH-SUWANNEE shall deliver or perform the following services indicated for the SCSB:
 - A) Provide basic, full service and comprehensive School Health Services to Suwannee County public schools in accordance with sections 381.0056, 381.0057, 381.0059, and 402.3026, Florida Statutes, Rule 64F-6.001-6.006, Florida Administrative Code., other related Florida Statutes and Florida Administrative Code sections, and in accordance with applicable policies and procedures of the parties.
 - B) These health services will be provided in accordance with the 2018-2020 Suwannee County School Health Services Plan as approved by DOH-SUWANNEE and the SCSB and as required under Florida Statutes.
2. **Term.** This Agreement shall begin on July 1, 2018, and shall end on June 30, 2019.
3. **Responsibilities of DOH-SUWANNEE.**
 - A) **Delivery of Services.** The DOH-SUWANNEE shall deliver the services required under this Agreement on the dates and at the times and places as specified herein:
 1. Provide onsite school health services at designated school sites during school hours for the assigned school year for Suwannee County public schools in accordance with the school hours of each school and the school calendar year. This does not include school health services for any after school programs, hours outside of the regular school day, during field trips or athletic events.
 2. Provide programmatic and professional management for school health services.
 3. In Collaboration with the SCSB School Health Coordinator will complete the Florida School Health Services Annual Report and Biennial School Health Plan and assure review and signatures of appropriate parties.
 4. In collaboration with the SCSB School Health Coordinator will participate in School Health Advisory Committee (SHAC) meetings.
 5. Provide training for non-school health staff in the administration of medication and provision of medical services as per section 1006.062, Florida Statutes at Branford High School. The school principal will be responsible for notifying the DOH-

SUWANNEE School Health Coordinator of the names of at least two school staff members designated to administer medications.

6. Deliver basic, full service, and comprehensive school health services at Suwannee County schools in accordance with Suwannee School Health Services Plan 2018-2020.
7. Assist with and perform student health screenings as per section 381.0056, Florida Statutes, and Rule 64F-6.003, Florida Administrative Code. This includes documentation, referral and follow up on all screening failures.
8. DOH-SUWANNEE school health staff will not be able to participate in field trips in their capacity as the School Nurse. Leave time must be taken to attend field trips with family members.
9. DOH-SUWANNEE school health staff cannot be assigned to care for one specific student to provide continuous care throughout the school day.

B) **Staff and Personnel.** The DOH-SUWANNEE shall make available the following personnel and/or other resources to provide the services required under this Agreement:

1. Provide a part-time Registered Nurse (RN) to serve as the School Health Coordinator, as a resource to school clinic personnel. The School Health Coordinator will be an employee of DOH-SUWANNEE.
2. Provide a full-time Registered Nurse (RN) to staff the nursing office in Branford High School. This Registered Nurse will be an employee of DOH-SUWANNEE.
3. Provide a Licensed Practical Nurse (LPN) or Health Support Aid in either a Career Service or Other Personnel Services position at designated school under control of DOH-SUWANNEE. Recruitment of these positions is the responsibility of the DOH-SUWANNEE Community Health Nursing Director. Vacant positions will be advertised through DOH-SUWANNEE human resources office.
4. In collaboration with the SCSB School Health Coordinator will provide oversight of the school health program and delivery of school health services as outlined in the School Health Services Plan and in accordance with Florida Statutes.
5. Complete level 2 background screening of all potential LPNs and Health Support Aides and background screening and drug screening of all potential RNs as required by sections 381.0059, and Chapter 435, Florida Statutes.
6. Assure that all nurses work within the scope of their practice and in accordance with the Florida Nurse Practice Act and be licensed as an RN/LPN in accordance with Chapter 464, Florida Statutes.
7. Assure that DOH-SUWANNEE school health staff is knowledgeable of competencies and performance evaluation tools.
8. Assure that DOH-SUWANNEE school health staff is knowledgeable of Florida Statutes related to student health and welfare.
9. Assure that DOH-SUWANNEE school health staff follow all SCSB District policies and procedures, including adherence to all applicable confidentiality laws, both federal and state governing school and health records.

C) **Finances.** DOH-SUWANNEE shall be responsible for the funding of salaries, fringe benefits, and in-kind expenses for DOH-SUWANNEE school health staff included in this Agreement, pending appropriation by the state legislature.

- D) **Supervision and Evaluation.** DOH-SUWANNEE shall be responsible for the supervision of all DOH-SUWANNEE personnel assigned to provide services under this Agreement. Additionally, DOH-SUWANNEE shall be responsible for monitoring the quality of services to insure the highest standard of care is being provided.
- E) **Confidentiality.** DOH-SUWANNEE shall only be entitled to receive records and information from the SCSB that can be lawfully made available to DOH-SUWANNEE, and in such event DOH-SUWANNEE shall be held strictly accountable for the protection of such records and information consistent with both state and federal laws protecting the confidentiality of student records and other information which may be available through the SCSB which is necessary for DOH-SUWANNEE to deliver the services required hereunder.
- F) **Retention and Storage of Records.** In accordance with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), SCSB shall hold title to Student Health Records maintained by DOH-SUWANNEE employees under the terms of this Agreement and such Student Health Records shall be subject to state, federal and local regulations concerning confidentiality. The retention and storage of Student Health Records shall be the responsibility of the SCSB. Pursuant to 34 C.F.R. 99.31(a)(1)(i)(B)(1), SCSB shall disclose Student Health Records to DOH-SUWANNEE for the sole purpose of performance under this Agreement. The school principal shall monitor and shall be responsible for access to the Student Health Records by school personnel.
- G) **Official Representative.** DOH-SUWANNEE shall be responsible for providing an official representative and contact person to conduct all communications with the SCSB and to be responsible for the ongoing administration of this agreement. DOH-SUWANNEE hereby designates the Community Health Nursing Director as the official representative for the purposes of administering this agreement with the SCSB. The Community Health Nursing Director will provide administrative oversight of DOH-SUWANNEE nurses funded to the School Health Program.

4. **Responsibilities of the SCSB.**

- A) **Confidentiality.** The SCSB shall be responsible for insuring that all records and other information in its possession are properly handled under both state and federal confidentiality laws protecting the rights of students and shall assure that DOH-SUWANNEE staff has access to records and other information that is pertinent to the health management of the students.
- B) **Monitoring and Evaluation.** The SCSB and/or its designee under this Agreement shall participate with the DOH-SUWANNEE to monitor the delivery of services under this Agreement and further to coordinate any service or program evaluation that may be necessary during or at the conclusion of the term of this Agreement.
- C) **Program Support.** The SCSB and/or designee under this Agreement shall make available to the DOH-SUWANNEE, its employees and/or agents in the course of their delivery of services under this Agreement the following facilities and/or resources to assist DOH-SUWANNEE in the quality delivery of services:

1. Assure available and adequate physical facilities and equipment for school health services at each school as defined in State Requirements for Educational Facilities.
 2. Provide a list of Branford High School staff that is certified to provide first aid and CPR, no later than 30 calendar days from the start of the school year to the DOH-SUWANNEE Community Health Nursing Director.
 3. Designate at least two Branford High School staff members to be trained in the administration of medication and provision of medical services as per section 1006.062, Florida Statutes.
 4. Assure appropriately trained staff is available to provide services in the clinics at all times. Assure the provision of substitutes due to absences of DOH-SUWANNEE school health staff.
 5. Understands that all DOH-SUWANNEE school health staff must attend periodic trainings and meetings as organized by DOH-SUWANNEE and SCSB as it pertains to school health information.
 6. Understand that DOH-SUWANNEE school health staff may be required at times to operate or staff a special needs shelter but that the DOH-SUWANNEE will continue to provide as many staff as feasible to provide school health services.
- D) **Official Representative.** The SCSB shall be responsible for providing an official representative and contact person to conduct all communications with DOH-SUWANNEE and to be responsible for the ongoing administration of this Agreement.
5. **Modification.** This Agreement represents the full understanding of the parties and supersedes all previous communications on the subject, either written or oral, between the parties. Any modifications or waivers shall only be valid upon written mutual consent of the parties hereto.
 6. **Disputes.** In the event a dispute should arise between the parties as to the delivery of services under this Agreement, the SCSB hereby authorizes its Superintendent of Schools to work with DOH-SUWANNEE to resolve any such disputes. DOH-SUWANNEE hereby authorizes its County Health Department Administrator to serve as its representative. In the event that the Superintendent of Schools and the County Health Department Administrator are unable to resolve the dispute, the matter shall be referred back to the SCSB for final resolution. The venue for disputes shall be Suwannee County.
 7. **Termination Because of Lack of Funds.** In the event funds to finance this Agreement become unavailable, the SCSB or DOH-SUWANNEE may terminate the Agreement upon no less than twenty-four (24) hours written notice to either party. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Each entity shall be the final authority as to the availability and adequacy of funds for this Agreement. Any state, county or school district agency's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other agreement or from any other source are not eligible for reimbursement under this Agreement.
 8. **Business Associate Agreement.** DOH-SUWANNEE is of the opinion that the SCSB is a covered entity under the Health Insurance Portability and Accountability Act (hereinafter

referred to as HIPAA). Under this Agreement, DOH-SUWANNEE may use or disclose protected health information (hereinafter referred to as PHI). Therefore DOH-SUWANNEE agrees:

1. To keep PHI (as defined in HIPAA) confidential.
2. To maintain security measures with the PHI that DOH-SUWANNEE creates, receives, maintains or sends on behalf of the School Board.
3. To promptly report to the SCSB any unauthorized access, destruction, disclosure, modification, or use of the SCSB's PHI.
4. To promise to disclose PHI to the patient if the type of information DOH-SUWANNEE has can be requested under HIPAA.
5. To keep track of PHI that is disclosed, unless it is disclosed for treatment, payment or health care operations, or to the patient. DOH-SUWANNEE's disclosure records will include the disclosure date, name and address of anyone who received the information, a description of the information given, and why that information was given out.
6. To agree to open its disclosure records to federal regulators to check HIPAA compliance.
7. To promise to disclose PHI only to the extent needed to complete work for the SCSB, because disclosure is required by law or DOH-SUWANNEE can reasonably believe that the person receiving the PHI will protect it and report any confidentiality breach.
8. To promise if the Agreement with the SCSB ends, any PHI will be immediately returned or destroyed. If that is not possible, DOH-SUWANNEE agrees to keep protecting the information although its work for the SCSB is terminated.
9. With respect to Electronic Protected Health Information, no later than the compliance date for the Security Standards and at all times hereafter, DOH-SUWANNEE shall:
 - a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that DOH-SUWANNEE creates, receives, maintains, or transmits on behalf of SCSB as required by the Security Standards;
 - b) Ensure that any agent, including a subcontractor, to whom DOH-SUWANNEE provides such information, agrees to implement reasonable and appropriate safeguards to protect it;
 - c) Report to SCSB any security incident of which it becomes aware;
 - d) Terms used in this Agreement shall have the same meaning as those terms used in the Security Standards, currently defined, in relevant part, as follows:

"Electronic Protected Health Information" means Protected Health Information that is transmitted or maintained in Electronic Media.

"Electronic Media" means (1) electronic storage media including large memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before transmission.

“Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

9. **Indemnification.** Each party will be liable for any damages resulting from the negligence of its employees or agents acting within the scope of their employment or agency, in accordance with section 768.28, Florida Statutes. Nothing herein is intended to waive sovereign immunity by any party to whom sovereign immunity is applicable. Nothing herein shall be construed as consent by any party to be sued by a third party in any matter arising out of any contract.

10. **Termination.** This Agreement may be terminated by either party with or without cause upon thirty (30) days written notice by registered mail, specifying the effective date of such termination.

11. **Public Entity Crime.** Pursuant to section 287.133, Florida Statutes, when a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she 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, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

12. **Drug Free Workplace.** It is the policy of the Department of Health and the Suwannee County Health Department to promote the goal of drug-free workplaces in accordance with section 112.0455, Florida Statutes, the Drug-Free Workplace Act. The Department’s Drug Free Workplace policy supplements section 112.0455, Florida Statutes, the Drug-Free Workplace Act, and applicable federal regulations for required compliance with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. §81 et seq.).

THIS AGREEMENT entered into and made effective as of the date of execution.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their officials thereunto duly authorized.

State of Florida
Department of Health

Suwannee County School Board

Signed by: _____

Signed by: _____

Name: Kerry S. Waldron, MPA
Administrator
DOH-Suwannee

Name: Jerry Taylor
Chairperson
School Board of Suwannee County

Date: _____

Date: _____

Ted Roush, Superintendent
School Board of Suwannee County

Date: _____

"Approved as to Form and Sufficiency

BY _____

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



STATE OF FLORIDA
STATEWIDE VOLUNTARY PREKINDERGARTEN PROVIDER
CONTRACT
FORM OEL-VPK 20

I. PARTIES AND TERMS OF CONTRACT

1. **Parties.** This Contract is made and entered into this 16th day of July, 2018, by and between the Early Learning Coalition of ELC of Florida's Gateway (herein referred to as "COALITION"), and Suwannee County School Board (herein referred to as "PROVIDER"), with its principal offices located at 1729 WALKER AVE SW STE 200 LIVE OAK, FL 32064-4059.
 - a. **Multiple Public School Locations.** If PROVIDER is a school district executing a single Contract on behalf of multiple public school Voluntary Prekindergarten (VPK) Education Program providers, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter PROVIDER shall include each entity listed in Exhibit 1.
 - b. **Multiple Private Provider Locations.** If PROVIDER is executing a single Contract on behalf of multiple private VPK provider sites within COALITION's service area, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter PROVIDER shall include each entity listed in Exhibit 1.
2. **Purpose.** This Contract is designed to inform PROVIDER of the requirements of participation in the VPK Program. Payment is not conveyed to PROVIDER through this Contract. Instead, PROVIDER must agree to comply with the terms and conditions of this Contract in order to be eligible to participate in the VPK Program. This Contract is to engage an eligible provider to provide VPK services to eligible VPK children. PROVIDER will receive payment based on Legislative appropriations, the Office's Uniform Attendance Policy for Payment (Rule 6M-8.204, Florida Administrative Code (F.A.C.)), and a child's attendance certified by the parent and provider (Rule 6M-8.305, F.A.C.).
3. **Term.** This Contract applies to the 2018 - 2019 VPK program year. PROVIDER shall offer a school-year program and/or a summer program. This Contract begins on 07/16/2018, or on the date on which the Contract is signed and dated by the last party required to sign the Contract, whichever occurs last, and expires upon completion of the VPK instructional hours and completion of the requirements outlined in this Contract or termination of this Contract under Section XI.

A school-year VPK program shall be 540 instructional hours and a summer VPK program shall be 300 instructional hours. In the event there is a transfer of ownership before all instructional hours are completed, PROVIDER may schedule only the remaining instructional hours of the program for the VPK class(es) previously enrolled under the prior ownership.
4. **Payment Limitations.** PROVIDER will not receive nor be entitled to payment for VPK program services before this Contract is fully executed by both parties or after expiration of the Contract.

5. **Applicable Law.** PROVIDER and COALITION agree that the following, including any revision made after the execution of this Contract, are the provisions governing the VPK program and that PROVIDER and COALITION will be bound by the same:
- Chapter 1002, Florida Statutes (F.S.);
 - Chapter 6M-8, Florida Administrative Code (F.A.C.); and
 - Rules 6A-1.09433 & 6A-6.03033, F.A.C.
6. **Not Transferrable.** This Contract is not transferrable or assignable to another entity. A change in ownership requires execution of a new contract. In the event of a change of ownership, sale, sale of assets, conveyance of ownership or other transfer of ownership interest, the provider shall notify the coalition no later than 30 calendar days prior to the transfer of ownership.

II. PROVIDER ELIGIBILITY

7. General Eligibility.

a. Provider Type. To be eligible to deliver the VPK Program, PROVIDER must be either a public school or a private provider (a licensed child care facility, a licensed family day care home, a licensed large family child care, a non-public school exempt from licensure, or a faith-based child care provider exempt from licensure).

A charter school that includes VPK in its charter is a public school and shall only execute this Contract with the approval and oversight of the school district. A charter school that does not include VPK in its charter must meet the requirements to be a private provider to be eligible to deliver the VPK Program.

Check the box to indicate PROVIDER's type:

☒ A public school (Form OEL-VPK 20PS must be completed as an authorized attachment to this Contract.)

☐ A private provider (Form OEL-VPK 20PP must be completed as an authorized attachment to this Contract.)

b. Eligibility pursuant to s. 1002.91(5), F.S. PROVIDER represents that PROVIDER, or an owner, officer, or board director thereof, has not been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years and is not acting as the beneficial owner for someone who has been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years.

c. Eligibility pursuant to s. 1002.91(7), F.S. PROVIDER represents that PROVIDER is not on the United States Department of Agriculture National Disqualified List nor does PROVIDER share an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.

d. Eligibility pursuant to the successful completion of terms of prior contract. PROVIDER agrees to successfully complete corrective action due to noncompliance determinations from a prior Contract, as applicable, for the duration of this Contract.

8. **Required Forms.** PROVIDER certifies that it has registered with COALITION on forms prescribed by the Office of Early Learning, that any information supplied by PROVIDER is accurate and complete, and that it will notify COALITION in accordance with the notification requirements in Paragraph 63 of any change in the information submitted on those forms. Changes implemented by PROVIDER prior to notification to COALITION that fail to comply with all VPK qualifications and requirements shall result in financial consequences referenced in Paragraph 51 and corrective action referenced in Paragraph 53.

III. PROVIDER RESPONSIBILITIES AND SCOPE OF WORK

9. **Child Enrollment.** PROVIDER agrees to enroll eligible children for the VPK Program only with authorization from COALITION. PROVIDER agrees to obtain and complete, with parent, an eligibility certificate form (Form OEL-VPK 02 or Form OEL-VPK 04). In the event that PROVIDER has multiple locations, PROVIDER may only change the location where the child is served in accordance with the reenrollment requirements established in Rule 6M-8.210, F.A.C.
10. **Adherence to Requirements.** PROVIDER agrees to deliver the VPK Program in accordance with all of the requirements which are set forth in applicable statutes, rules, and this Contract.
11. **Assessment.** PROVIDER agrees to implement the Voluntary Prekindergarten pre- and post-assessment in accordance with s. 1002.67(3), F.S., and rules 6A-1.09433 and 6M-8.620, F.A.C. Individuals administering the pre- and post-assessment shall meet the qualifications established in rule. PROVIDER must register each year to access the Bright Beginnings website at <https://brightbeginningsfl.org/Register.aspx>. If PROVIDER does not have a provider ID, the PROVIDER shall request one by going to <https://brightbeginningsfl.org/RequestAssistance/RequestAssistance.aspx>, and entering the required information. The PROVIDER shall order pre- and post-assessment materials as needed and submit assessment scores by logging into the Bright Beginnings website by the deadlines established in rule which are based on the PROVIDER's VPK class schedule approved by the COALITION. VPK child assessment records shall be maintained in accordance with Paragraph 33 of this Contract.
12. **Curricula.** PROVIDER agrees that it will implement curricula to deliver VPK Program instruction which:
- Are developmentally appropriate;
 - Are designed to prepare children for early literacy;
 - Enhance the age-appropriate progress of children in attaining each of the performance standards approved for use in VPK; and
 - Prepare children to be ready for kindergarten.
13. **Required Parent Information.** PROVIDER agrees that PROVIDER will provide a copy of its attendance policy to the COALITION before contract execution and to the parent of each child at the time the child is admitted into PROVIDER's VPK Program. The PROVIDER may adopt its own, but in accordance with s. 1002.71, F.S., the attendance policy must require parents to verify each month, the child's attendance on forms prescribed by the Office of Early Learning in Rule 6M-8.305, F.A.C. PROVIDER agrees to not amend its VPK program attendance policy for the duration of this Contract.
14. **Fees Prohibited.** PROVIDER agrees that, in accordance with s. 1002.71(8)(a), F.S., PROVIDER shall not require payment of a fee or charge for services provided for a child in the VPK Program during instructional hours reported for funding. PROVIDER shall not require a fee or payment as a condition of enrollment or participation in the VPK Program.

15. **Supplemental Services.** PROVIDER agrees that, in accordance with section 1002.71(8)(b), F.S., PROVIDER shall not require a child to enroll for, or require the payment of any fee or charge for, supplemental services (e.g., “extended-day,” “extended-year,” “wrap-around,” or “full-day” services) as a condition of admitting the child in the VPK Program. PROVIDER agrees to schedule all VPK hours offered for any VPK class so that parents are not constructively required to enroll child in supplemental services or pay any fee or charge (e.g., scheduling instructional hours in a day with a break in instructional time, for which parents would be required to pay for supplemental services for care).
16. **Parent Not Responsible for Financial Consequences.** PROVIDER agrees that, if PROVIDER does not receive payment from COALITION for offering VPK Program instruction to a child, PROVIDER shall not require the child’s parent to pay for the services.
17. **Instructor Requirements.** PROVIDER agrees that at all times each of its VPK instructor(s) and substitute instructor(s):
 - a. Has provided documentation to be maintained in the files of PROVIDER and COALITION documenting that the individual has undergone a Level 2 background screening within the previous five (5) years in accordance with section 435.04, F.S., including a federal (Federal Bureau of Investigation) and state (Florida Department of Law Enforcement) screening which demonstrates that the individual is not ineligible to act as a VPK instructor;
 - b. Is eligible to be employed as a VPK instructor in accordance with section 435.06, F.S.;
 - c. Is not ineligible to teach in a public school because his or her educator certificate is suspended or revoked;
 - d. Is qualified to act as a VPK instructor or substitute in accordance with sections 1002.55, 1002.61 and 1002.63, F.S.
18. **VPK Class Staffing.** PROVIDER agrees to maintain proper staffing as required by VPK statutes. A properly credentialed instructor must be present for all VPK classes. For school-year classes that are composed of 12-20 children, an additional adult instructor must be present who is eligible to work in the VPK provider’s setting. The VPK class size shall not exceed the approved capacity of the physical space where instruction is provided.
19. **Substitute Instructors.** PROVIDER agrees that substitute instructors who meet the requirements of Rule 6M-8.410, F.A.C. may replace a lead VPK instructor, when the VPK lead instructor is not present at the facility. The time that any substitute instructors that do not meet the credentials of a lead instructor may replace a lead instructor is limited to 30 percent of the VPK Program’s total instructional hours in a VPK class.
21. **Prohibited Forms of Discipline.** In accordance with s. 1002.55(5), F.S., PROVIDER agrees to implement minimum standards for child discipline practices that are age-appropriate and consistent with the requirements in s. 402.305(12), F.S. Such standards must provide that children not be subjected to discipline that is severe, humiliating or frightening. The discipline must not be associated with food, rest or toileting. Spanking or any other form of physical punishment is prohibited. Children may not be denied active play as a consequence of misbehavior.
22. **Statewide Information System.** PROVIDER agrees to utilize the statewide information system as referenced in s. 1002.82(2)(n), F.S., as available, to submit information and updates regarding the VPK Program. The PROVIDER shall execute this Contract on the Provider Portal found on <https://providerservices.floridaeearlylearning.com>.

23. **VPK Logo.** PROVIDER may use the registered VPK logo in conjunction with the operation of the VPK program in advertisements, letterhead, educational and promotional materials. PROVIDER agrees to comply with the VPK Logotype Usage and Brand Guidelines (Form OEL-VPK 20B) and must cease use of the VPK logo once services under this contract are suspended or terminated. Form OEL-VPK 20B can be found at the following web address:
http://www.floridaeearlylearning.com/sites/www/Uploads/files/Providers/VPK/VPK%20Guidelines_PDF_ADA.pdf

24. **Provider Deliverables**

Deliverable	Provider Type	Task and Activities	Due Date
VPK instructional hours; 540 for school year programs and/or 300 for summer programs	Private and Public	Child enrollment activities per paragraph 9	For the term of this Contract
		Implementation of curricula per the requirements in paragraph 12	
		Instructor Requirements per paragraphs 17-19	
VPK Child Attendance	Private and Public	Completion of Child Attendance and Parental Choice Certificate forms (OEL-VPK 03S and OEL-VPK 03L) per paragraph 37	Monthly
		Monthly Certification of Child Attendance by Provider per paragraph 43	
		Certification of annual cumulative child attendance per paragraph 41	
Information change notification	Private and Public	Compliance with notification requirements per paragraph 63	See paragraph 63
Liability insurance notification	Private	Notification of cancellation of changes to general liability coverage	Within 10 calendar days of cancellation or changes to general liability coverage
Implementation of VPK pre- and post-assessment	Private and Public	Administration of Assessment Period One items per paragraph 11	Within the first 30 calendar days of the VPK class schedule

		Submission of Assessment Period One data the per paragraph 11	No later than first 45 calendar days of the VPK class schedule
		Administration of Assessment Period Three items per paragraph 11	Within the last 30 calendar days of the VPK class schedule
		Submission of Assessment Period One data the per paragraph 11	No later than 15 calendar days after the last day of the VPK class schedule

IV. COALITION RESPONSIBILITIES

25. **Forms Approved.** COALITION has reviewed the documents submitted by PROVIDER and, based on the information submitted, has determined that PROVIDER has completed the forms, meeting necessary requirements established in ss. 1002.55(3)(h), 1002.61(8), or 1002.63(8), F.S., as applicable.
26. **Technical Assistance.** COALITION will offer technical assistance for providers on probation. The technical assistance will be designed to facilitate the development and implementation of an improvement plan. The technical assistance will be offered in a manner and schedule prescribed by the coalition or school district.
27. **Child Eligibility.** COALITION has the responsibility for determining the eligibility of children enrolling in the VPK Program. COALITION will issue a *child certificate of eligibility* (Form OEL-VPK 02), as described in Rule 6M-8.201, F.A.C. or a *certificate of eligibility for reenrollment* (Form OEL-VPK 04), as described in Rule 6M-8.210, F.A.C., for each eligible child who's parent applies for the VPK program or a reenrollment through the Family Portal.
28. **Limitations on Authority.** COALITION shall not impose any requirement on PROVIDER that exceeds the authority provided under Chapter 1002, F.S., or rules adopted pursuant to Chapter 1002, F.S.

V. MONITORING, AUDITING, AND ACCESS

29. **Monitoring.** PROVIDER understands that the provisions of this Contract are required to fulfill its obligation to offer the VPK Program, and that COALITION or school district (as applicable) will monitor PROVIDER for compliance with the requirements of offering the VPK Program.
30. **Physical Access.** PROVIDER agrees to allow the Office of Early Learning and COALITION staff or sub-contractors immediate access to the facilities and spaces used to offer the VPK Program during normal business hours.

31. **Records Access.** PROVIDER agrees to allow COALITION staff or sub-contractors and the Office of Early Learning to inspect and copy records pertaining to the VPK Program during normal business hours and upon request by COALITION or the Office of Early Learning.

VI. MAINTENANCE OF RECORDS, DATA, AND CONFIDENTIALITY

32. **Record Confidentiality.** PROVIDER agrees to protect the confidentiality of child and family records. Information associated with the VPK Program shall only be made available in accordance with the restrictions of s. 1002.72, F.S. For the purposes of records of children enrolled in the VPK Program, this Contract is considered an interagency agreement for the purpose of implementing the VPK Program as described in s. 1002.72 (3)(a), F.S. Accordingly, to the extent that PROVIDER receives VPK records in order to carry out its official functions, PROVIDER must maintain and protect the data as required in s. 1002.72, F.S., and as explained below. Individuals and organizations eligible to receive records include PROVIDER, the parent, COALITION, Office of Early Learning, and other entities identified in s. 1002.72, F.S.
33. **Record Maintenance.** PROVIDER agrees to maintain records, including enrollment and attendance records for children funded by the VPK Program; records of each VPK child, VPK instructor, substitute instructor, or VPK director; and other fiscal records for audit purposes for a period of five (5) years from the date of the last payment for that fiscal year or until the resolution of any audit findings or any litigation related to this Contract, whichever occurs last. PROVIDER may maintain records in an electronic medium and if the PROVIDER does so, then the PROVIDER shall back up records on a regular basis to safeguard against loss.
34. **Record Transfer on Termination.** In the event that PROVIDER permanently ceases to offer the VPK Program before the conclusion of the retention period for VPK records as described in Paragraph 33, whether as a result of unilateral or mutual termination of PROVIDER's eligibility to offer the VPK Program or as a result of PROVIDER ceasing to do business, PROVIDER shall transfer all VPK records required to be maintained under Paragraph 33 to COALITION no later than the close of business on the day PROVIDER ceases to offer the VPK Program. Failure to remit all VPK records required to be maintained will result in COALITION withholding final payment until the requirements of this paragraph are met.

VII. COMPENSATION AND FUNDING

35. **Notification of Enrollment.** PROVIDER agrees that it will notify COALITION upon admitting a child to PROVIDER's VPK Program class in accordance with the procedures of COALITION and the rules of the Office of Early Learning. PROVIDER understands that it may be ineligible to receive payment if PROVIDER does not notify COALITION that the child has been admitted in accordance with the rules of the Office of Early Learning. PROVIDER agrees that PROVIDER may not receive payment for VPK instruction for a child who has not been determined eligible for enrollment in the VPK Program.
36. **Attendance Documentation.** PROVIDER agrees to document the daily attendance, to certify the monthly attendance, and to certify the annual cumulative attendance of each child admitted to PROVIDER's VPK Program class(es) in accordance with rules of the Office of Early Learning. PROVIDER agrees that, after the annual cumulative attendance has been certified, the certified annual cumulative attendance may not be disputed for payment purposes.
37. **Parent Attendance Certification.** PROVIDER agrees to require that the parent of each child in the VPK Program verify, each month, the child's attendance on the prior month's certified child

attendance, in accordance with the requirements of s. 1002.71(6)(b)2., F.S. PROVIDER agrees to maintain the Child Attendance and Parental Choice Certificates (Forms OEL-VPK 03L or OEL-VPK 03S) which have been signed each month by a parent for each child admitted into PROVIDER's VPK Program class(es) in accordance with the rules of the Office of Early Learning.

38. **Direct Deposit.** PROVIDER agrees to provide information necessary to facilitate direct deposit in order to receive VPK reimbursement for services rendered. PROVIDER agrees to provide alternative reimbursement arrangements if PROVIDER chooses to opt out of Direct Deposit, however the reimbursement may be delayed up to 21 calendar days should the PROVIDER choose to opt out.
39. **Payment Rate.** PROVIDER understands that payments for each child may not exceed the amount of funding for one full-time equivalent (FTE) student, as established by the Florida Legislature, except for extreme hardship reenrollment circumstances described in Rule 6M-8.210, F.A.C. The amount of funding for one FTE student is calculated by multiplying the base student allocation provided in the General Appropriations Act by the county's district cost differential. The formula for FTE calculation is subject to revision by the Legislature during the course of the program year.
40. **Advance Payment Option.** PROVIDER understands that PROVIDER will receive monthly payments in accordance with the rules of the Office of Early Learning. PROVIDER further understands that PROVIDER may elect to receive monthly advance payments based on the number of children enrolled in the PROVIDER's VPK Program class(es) by checking the following box:

☐ PROVIDER elects to receive monthly advance payments and understands that advance payments will be reconciled and adjusted in accordance with the rules of the Office of Early Learning.
41. **Final Payment.** PROVIDER understands that COALITION will not issue a final payment to PROVIDER for the VPK program year until PROVIDER certifies the annual cumulative attendance of each child enrolled in PROVIDER's VPK Program in accordance with the rules of the Office of Early Learning.
42. **Overpayment.** PROVIDER agrees that, if the end-of-year reconciliation of payments reveals that PROVIDER received payments in excess of the amount owed to PROVIDER, COALITION will offset the overpayment against the final payment owed to PROVIDER for the program year and any future payments issued to PROVIDER for early learning programs. If PROVIDER ceases to offer early learning programs before the overpayment is fully offset, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER will be subject to collection efforts.
43. **Attendance Documentation Submission.** PROVIDER agrees to submit monthly attendance certification in accordance with Rule 6M-8.305, F.A.C., for payment. PROVIDER agrees to submit all required attendance records to COALITION on or before the 3rd business day of each month. If the due date falls on a holiday, PROVIDER agrees to submit all required attendance records to COALITION on the preceding business day. Records submitted late will be processed and paid in the next payment cycle.

44. **Reimbursement Summary Review.** PROVIDER agrees to review the reimbursement summary provided with the monthly reimbursement statement. PROVIDER agrees to report to COALITION any discrepancy, overpayment, or underpayment within sixty (60) calendar days of transmission of the reimbursement summary.
45. **Closures.** PROVIDER agrees compensation for temporary closures will be handled in accordance with Office of Early Learning Rule 6M-8.204(5), F.A.C.
46. **Disallowed Costs.** PROVIDER understands expenditures submitted for reimbursement shall be disallowed if PROVIDER does not adhere to the provisions governing the VPK Program as described in paragraph 5. Any disallowed expenditure may be deducted from any future reimbursement. PROVIDER agrees to return to COALITION any funds received as a result of error or overpayment or disallowed cost. If PROVIDER ceases to offer the VPK Program before the payment is fully recovered, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER will be subject to collection efforts and fraud restitution.
47. **Head Start Agencies.** If PROVIDER is a Head Start Agency, PROVIDER understands that, in accordance with federal law, PROVIDER's Head Start programs must be "in addition to, and not in substitution for, comparable services previously provided without Federal assistance." (42 U.S.C., s. 9835(c))
48. **Title 20 Schools.** If PROVIDER receives federal funds under Title 20, United States Code, ss. 6311-6322, PROVIDER understands that, in accordance with federal law, PROVIDER may use "Federal funds to supplement, [but] not [to] supplant non-Federal funds." (20 U.S.C., s. 6314(a)(3)(B))

VIII. PROVISIONS FOR PROVIDER PROBATION

49. **Readiness Rates.** PROVIDER understands that, in accordance with s. 1002.69(5), F.S., the Office of Early Learning will annually issue kindergarten readiness rates to each PROVIDER. PROVIDER understands that if it, or any of its providers listed in Exhibit 1, receives a kindergarten readiness rate which falls below the minimum readiness rate established by the Office of Early Learning, in accordance with s. 1002.67(4)(c)1., F.S., PROVIDER or any of its PROVIDERS listed in Exhibit 1 will be placed on probation and must submit an improvement plan and/or annual progress report for approval to either the school district or COALITION in accordance with rules adopted by the Office of Early Learning or be removed from eligibility to offer the program type for five (5) years. In the event that PROVIDER fails to meet the minimum readiness rate for a program type (school-year or summer) three consecutive times, in accordance with s. 1002.67(4)(c)3, F.S., PROVIDER will be removed from eligibility to offer the program type for five (5) years unless PROVIDER is granted a good cause exemption by the Office of Early Learning. If a PROVIDER is removed from summer eligibility, then this Contract is considered void for that PROVIDER's summer program type of the program year.
50. **Probation.** PROVIDER understands that in accordance with s. 1002.67(4)(c)2, F.S., PROVIDER on probation must continue the corrective actions in its improvement plan, including the use of an approved curriculum or a staff development plan, until PROVIDER meets the readiness rate. Failure to do so will result in the termination of PROVIDER's contract and the PROVIDER losing eligibility to deliver the VPK Program for five (5) years.

IX. FINANCIAL CONSEQUENCES

- 51. Financial Consequences.** As a result of PROVIDER's failure to provide the minimum level of services required by this Contract, COALITION shall temporarily withhold reimbursement, disallow all or part of services not in compliance with the terms of this Contract, or terminate the Contract.

X. NONDISCRIMINATION

- 52. Discrimination Prohibited.** PROVIDER agrees to comply with the antidiscrimination requirements of 42 U.S.C. s. 2000d, regardless of whether PROVIDER receives federal financial assistance. PROVIDER agrees not to discriminate against a parent or child, including the refusal to admit a child for enrollment in the VPK Program, in violation of the antidiscrimination requirements.

XI. TERMINATION AND NONCOMPLIANCE

- 53. Noncompliance Determination and Corrective Action Notice.** If COALITION determines PROVIDER has failed to comply with the provisions governing the VPK Program as described in paragraph 5. or the requirements of this Contract, and COALITION concludes that corrective action will resolve the failure to comply, COALITION must notify PROVIDER in writing. ("Corrective action" means implementation of specific action(s) designed to correct the failure to meet a specific requirement.) The notice must identify the specific requirement(s) which PROVIDER failed to meet and describe how PROVIDER failed to meet each requirement. In addition, the notice must provide a detailed description of any required corrective action and set a deadline for completion of the corrective action. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 60. Upon determining that the PROVIDER has completed the corrective action, the COALITION shall notify the PROVIDER in writing. If the PROVIDER has not satisfactorily implemented its corrective actions by the end of this Contract, the PROVIDER will still be held accountable for implementing the remainder of the corrective actions if the PROVIDER remains eligible to deliver VPK and executes a new contract with the COALITION.

- 54. Termination for Cause.**

a. Basis of Termination for Cause. PROVIDER agrees that COALITION has the right to terminate this Contract for cause at any time. The following are grounds for termination for cause: (a) Action, or lack of action, which threatens the health, safety or welfare of children; (b) The material failure to comply with one or more of the terms of this Contract, including failure to implement corrective action; (c) The refusal to accept any notice described under this Contract which COALITION is required to send to PROVIDER; or (d) Reasonable or probable cause for COALITION to suspect that fraud has been committed by PROVIDER as described in paragraph 59.

b. Notice of Termination for Cause. In order to terminate PROVIDER for cause, COALITION must send a written notice of termination for cause to PROVIDER. Such notice must be sent, with proof of delivery, at least five (5) business days before termination. The notice must state the date of, and the specific basis for, termination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 60. Notwithstanding PROVIDER's refusal of delivery of the notice, this Contract shall be terminated on the date identified in the notice. COALITION shall document any refusal of delivery.

- 55. Emergency Termination.** COALITION must immediately terminate this Contract on an emergency basis upon a notification by the Department of Children and Families (DCF) or local licensing agency or accreditation body actions or inactions of a PROVIDER that pose an immediate and serious danger to the health, safety, or welfare of children. COALITION will terminate this Contract on an emergency basis by sending PROVIDER written notice of emergency termination at least twenty-four (24) hours prior to termination. The written notice must specifically state the basis of COALITION's emergency termination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 60.
- 56. Revocation of Eligibility.**
- a. In accordance with s. 1002.67(4)(b), F.S., if PROVIDER's Contract is terminated under paragraph 54 or 55, COALITION may revoke PROVIDER's eligibility to deliver the VPK Program for a period of five (5) years. The only statutorily authorized period of revocation is for five (5) years (s.1002.67(4), F.S.). In determining whether to revoke PROVIDER'S eligibility, the COALITION shall consider the following factors: the severity of the PROVIDER'S actions leading to the termination of the contract, the health, safety and welfare of children enrolled at the PROVIDER, the financial impact of the PROVIDER'S actions, the impact that the revocation would have upon the local community, consistency with COALITION'S actions against other PROVIDERS for similar violations of the Contract or program requirements, the length of time that PROVIDER provided services under the contract with the COALITION, and whether the PROVIDER had previously violated the terms of this Contract and prior contracts with the COALITION. COALITION shall provide notice of its intent to revoke PROVIDER'S eligibility at the same time that it provides written notice of intent to terminate the contract to PROVIDER.
- b. The PROVIDER agrees that in the event that this contract is terminated under the provisions of paragraphs 54 or 55, and the PROVIDER's eligibility is not revoked for a period of five (5) years under paragraph 56 part a, the parties may not enter into another contract for VPK services for the remainder of the contract term of this contract.
- 57. Termination of Contract by Provider.** PROVIDER and COALITION may agree to terminate this Contract by mutual consent or PROVIDER may unilaterally terminate this Contract at will. Written notice of termination must be given at least thirty (30) calendar days before the termination date in order for the COALITION to make alternative arrangements for uninterrupted services for children served under this Contract. If sufficient notice of termination is not provided, COALITION may refuse to issue the final reimbursement payment to PROVIDER. If PROVIDER unilaterally terminates this Contract during the pendency of an inquiry due to suspected noncompliance with part V or part VI of chapter 1002, of the Florida Statutes or chapter 6M-4, 6M-8, or rules 6A-1.09433 and 6A-6.03033, F.A.C., the COALITION may revoke the PROVIDER'S eligibility to offer the VPK program for a period of 5 years in accordance with s. 1002.67(4) and 1002.88(2), F.S. if the noncompliance is upheld by the early learning coalition review committee.
- 58. Legislative Appropriation.** Any obligation for payment under this Contract is contingent upon an appropriation by the Florida Legislature. If funds required to finance this Contract are unavailable, COALITION shall terminate this Contract after providing written notice, with proof of delivery, at least twenty-four (24) hours before termination of this Contract. In the event of

termination of this Contract under this paragraph, PROVIDER shall be paid for the documented VPK hours completed prior to termination of this Contract.

59. Fraud.

a. Suspension for Suspected Fraud. In accordance with s. 1002.91(4), F.S., COALITION may suspend or terminate PROVIDER from participation in the VPK Program when it has reasonable cause to believe that PROVIDER has committed fraud. PROVIDER may request a review of COALITION's determination to suspend PROVIDER as described in paragraph 60. This review shall be limited to a determination of whether the COALITION has reasonable belief fraud occurred. If suspended, PROVIDER shall remain suspended until the completion of any investigation by the Office of Early Learning, the Department of Financial Services, or any other state or federal agency, and any subsequent prosecution or other legal proceeding.

b. Termination for Fraud. In accordance with s. 1002.91(5), F.S., if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., the COALITION shall refrain from contracting with, or using the services of, PROVIDER for a period of 5 years. In addition, COALITION shall refrain from contracting with, or using the services of, any provider that shares an officer or director with a provider that is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S. for a period of five (5) years.

c. Termination for National Disqualification. In accordance with s. 1002.91(7), F.S., if PROVIDER is placed on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause. In addition, if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause.

60. Due Process Procedures. PROVIDER may request a review of determinations made by COALITION under this Contract. Reviews will be conducted in accordance with Exhibit 2, Due Process Procedures. While a request for a review is being examined, PROVIDER is not required to implement corrective action. In accordance with s. 1002.75(1), PROVIDER may not offer any VPK Program services while a request for a review regarding termination of PROVIDER's VPK Statewide Contract is being examined.

61. Severability of Provider Location. If PROVIDER has executed this Contract on behalf of multiple locations and one or more of the locations is terminated pursuant to Section XI of this Contract, then in lieu of re-executing a new contract for the remaining locations, COALITION may modify Exhibit I to indicate which location(s) previously part of this Contract has been removed by striking through the location(s), initialing and dating in the "official use only" column. COALITION shall provide a copy of Exhibit 1 showing any stricken locations to PROVIDER. This Contract will remain in force and effect as to all locations in Exhibit 1 which are not stricken.

62. Litigation and Venue. In the event that PROVIDER believes that this Contract has been inappropriately terminated, or in the event of a breach of this Contract, any available remedies may be pursued in a court of competent jurisdiction. COALITION and PROVIDER agree that

any litigation related to this Contract which is brought by COALITION or PROVIDER will be brought in a county within COALITION's geographical service area.

XII. NOTIFICATION

63. **Information Change Notification.** PROVIDER agrees that it will comply with each of the following notification requirements:
 - a. Providing notice of class transfers of children at the same provider location within fourteen (14) calendar days;
 - b. Providing notice of changes to information provided on Forms OEL-VPK 10, OEL-VPK 11A, and OEL-VPK 11B within fourteen (14) calendar days after the information changes in accordance with Rule 6M-8.300, F.A.C.;
 - c. Submitting documentation demonstrating temporary closure by the close of business on the first day that a closing occurs and submitting documentation demonstrating subsequent reopening within two (2) business days after reopening;
 - d. Providing notice and documentation specifying reasons for dismissal of children within fourteen (14) calendar days;
64. **CCR&R Participation.** PROVIDER agrees to provide program and business information annually for inclusion in the Child Care Resource and Referral (CCR&R) Network and is responsible for ensuring that COALITION has up-to-date business and contact (including emergency contact) information. This information may be provided in the Provider Portal.
65. **Unusual Incident Notification.** PROVIDER agrees to report unusual incidents to COALITION by no later than the close of business on the next business day of the unusual incident and to submit a written report to COALITION within three (3) business days from the date of the incident. For licensed providers, sending a copy of the incident report submitted for DCF to COALITION shall constitute compliance with this paragraph. An unusual incident is any significant event involving the health and safety of children under PROVIDER's care. Examples of unusual incidents include: accusations of abuse or neglect against PROVIDER or PROVIDER's staff; the injury of a child which requires professional medical attention at PROVIDER's site or written notification from the child's parent that the child received professional medical attention; and when PROVIDER receives notice of litigation where PROVIDER is a named party or defendant that relates to PROVIDER's operation of VPK services.
66. **Notification of Disqualification or Public Assistance Fraud.**
 - a. PROVIDER shall notify COALITION within five (5) calendar days if PROVIDER is placed on the United States Department of Agriculture National Disqualified List, or if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.
 - b. PROVIDER shall notify COALITION within five (5) calendar days if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S.

XIII. INDEMNIFICATION

67. **Indemnification.** PROVIDER shall be fully liable for and indemnify, defend and hold harmless COALITION, Office of Early Learning and all of their officers, directors, agents, contractors, subcontractors and employees from and against any and all third-party claims, suits, actions, damages, judgments and costs that arise whether in law or in equity, from any of the PROVIDER's agents, subcontractors or employees' acts, actions, neglect or omission during the performance or operations under this Contract or any subsequent modification thereof. This includes attorney's fees and costs. This indemnification holds whether liability is direct or indirect and whether damage is to any person or real or personal tangible or intangible property. If PROVIDER is a state agency or a subdivision thereof, as defined in s. 768.28(2), this paragraph is limited to the extent permitted by s. 768.28, F.S.

XIV. SEVERABILITY

68. **Severability.** If any provision of this Contract is held to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions remain in full force and effect.

XV. AMENDMENTS

69. **Only Authorized Amendments.** Only authorized attachments, amendments, or supplements to this Contract are authorized or permitted including those specifically incorporated by reference in this form, such as Exhibit 1, Provider Location List; Exhibit 2, Due Process Procedures; Form OEL-VPK 20A, Amendment to the Statewide Voluntary Prekindergarten Provider Contract; and Form OEL-VPK 20PP or Form OEL-VPK 20PS, as described in paragraph 7.

XV. EXECUTION OF CONTRACT

In accordance with ss. 1002.55(3)(i), 1002.61(3)(b), and 1002.63(3)(b), F.S., PROVIDER has caused this Contract to be executed as of the date set forth in Paragraph 1. By signing below, PROVIDER hereby certifies that PROVIDER has read and understood this Contract. PROVIDER certifies that all information provided is true and correct and agrees that noncompliance with the requirements of the VPK Program, which include the requirements of this Contract, and all Exhibits and authorized attachments, shall result in corrective action, withholding of funds, or termination of this Contract at the discretion of COALITION, in accordance with Section XI.

Warranty of Authority. Each person signing this contract warrants that he or she is dually authorized to do so and to bind the respective party to the contract.

_____ Signature of President/Vice President/ Secretary/Officer/Owner/Principal/or Other Authorized Representative <input type="checkbox"/> By Electronic Signature _____ Superintendent of Schools _____ Title		_____ Print Name _____ _____ Date _____ Print Name _____ Date	"Approved as to Form and Sufficiency BY Leonard J. Dietzen, III Rumberger, Kirk & Caldwell, P.A. Suwannee School Board Attorney"
_____ Provider's Additional Signatory (If required by the Provider) <input type="checkbox"/> By Electronic Signature _____ Board Chairman _____ Title		_____ Print Name _____ Date	
_____ Provider's Additional Signatory (If required by the Provider) <input type="checkbox"/> By Electronic Signature _____ Title		_____ Print Name _____ Date	

COALITION has caused this Contract to be executed as of the date set forth in Paragraph 1.

_____ Signature of Authorized Coalition Representative <input type="checkbox"/> By Electronic Signature _____ Title	_____ Print Name _____ Date
---	--



STATE OF FLORIDA
STATEWIDE VOLUNTARY PREKINDERGARTEN PROVIDER
CONTRACT
FORM OEL-VPK 20

Exhibit 1: Provider Location List

Provider Legal Name: Suwannee County School Board

If PROVIDER is executing this Contract on behalf of one physical location, mark this Exhibit "Not Applicable" in the box below.

☐ **Not Applicable**

If PROVIDER is a school district executing a single Contract on behalf of multiple public school VPK providers or if PROVIDER is executing a single Contract on behalf of multiple private VPK sites within COALITION's service area, PROVIDER shall complete a Provider Location List in a table format with the following columns:

- A. Location Number (optional)
- B. Location Legal Name
- C. Doing Business As Name (if applicable)
- D. Physical Address
- E. Employer Identification Number (EIN)
- F. School Year (Y/N)
- G. Summer (Y/N)
- H. Official Use Only (for coalition use)

If COALITION determines a location to be ineligible to offer the VPK Program, COALITION will mark which program type, school year (SY) or summer (S) is ineligible and date titled "Official Use Only" under the location and send a revised copy to PROVIDER.

Exhibit 2: Due Process Procedures

Provider Legal Name: Suwannee County School Board

1. Purpose of Exhibit. Early Learning Coalitions are responsible for the local implementation of early learning programs funded with state and federal funds, such as the School Readiness Program and Voluntary Prekindergarten Education Program. Providers of such early learning programs may request a review of determinations made by an Early Learning Coalition in accordance with the due process procedures described below.

2. Request for Review Hearing. If a provider disputes any action taken by the Coalition pursuant to the terms of the Statewide Voluntary Prekindergarten Provider Contract, the provider may request a review hearing in writing by sending it to the contact person listed in the Coalition's action. A review hearing is a "meeting" for the purposes of the Sunshine Law which is subject to public notice. During a review hearing, the provider will have a reasonable opportunity to address Coalition staff-persons or sub-contractor staff regarding the Coalition's action and to present supporting evidence before a Review Hearing Committee. Provider may have an attorney present at the review hearing to represent or advise the provider.

a. Content of Request for Review Hearing. The request for review hearing must state: the name and contact information of an individual authorized to provide information and binding responses on behalf of provider; the specific action by the Coalition that the provider disputes, the specific reasons for the provider's belief; and whether the provider will be represented by an attorney or another individual during the review hearing.

b. Request Time. The provider's request for a review hearing must be submitted in writing to the Coalition within five (5) business days of receipt of notice of the determination which the provider believes to be incorrect.

c. Supporting Documentation. The provider must send copies of any written documentation supporting the claims of the provider. Examples of relevant documentation may include, but are not limited to, attendance documentation, notarized attestations from parents, documentation from licensing or accrediting bodies, documents demonstrating dates of information submission, and a proposed corrective action plan.

3. Implementation of Review. If the Coalition receives a request for review hearing from the provider, the Coalition must address the request by taking the following steps.

a. Assignment of Review Hearing Committee. Within three (3) business days of receipt of a request for review hearing, the Coalition must assign a Review Hearing Committee to complete the review. The Review Hearing Committee must be composed of at least three but no more than five members of the Coalition Board. The Chair of the ELC shall appoint the Review Hearing Committee and shall name the chair of the committee. At least one of the members must be a mandatory member as set forth in section 1002.83(4) and at least one other member shall be one of the provider representative members. If no provider representative is available to participate, a waiver is possible if documented in the deliberations of the review hearing committee.

b. Response to Request for Review Hearing. Within five (5) business days of receipt of the request for review hearing, the Coalition must respond to the provider in writing, return receipt requested. The notice must include at least three (3) proposed dates and times for the review hearing which must be within forty-five (45) days of the date of receipt of the request for review hearing. The notice must also state that the review hearing may be conducted in person at a location designated by the Coalition or via any method of telecommunications, as long as the public is given reasonable access to observe and, when appropriate, participate. Finally, the notice must state whether or not all of the Coalition staff persons or sub-contractor staff whom the provider wishes to have present during the hearing will be made available. If any individual who the provider requested to have present is not available, the Coalition must make available an individual who is qualified to address the subjects the provider wished the individual to address.

c. Date and Location Selection. Within five (5) business days of receipt of the response to a request for review hearing, the provider must inform the Coalition of the date and time which it selects for the review hearing and whether the provider will attend the meeting in person or via a method of telecommunication. Within five (5) business days of receipt of the response to a request for review hearing, if the provider is unable to attend any of the proposed dates and times for the review hearing, the provider must submit written notice which states the specific reasons that provider is unable to attend and must contact the Coalition to select a mutually agreed upon date for the review hearing. If the provider does not inform the Coalition of the date and time within the required time period, then the process is considered complete and the request is denied.

d. Conducting the Review Hearing. The Review Hearing Committee shall assess the claim(s) the provider made in its request for review by examining all information and documentation submitted by the provider. The provider must be given a reasonable opportunity to question Coalition staff-persons or sub-contractor staff regarding the determinations of the Coalition and to present evidence before the Review Hearing Committee. The Coalition will also be provided a reasonable opportunity to submit evidence to rebut any claims made by the provider.

e. Notice of Review Hearing Committee Decision. Following completion of the presentation by the provider and the Coalition, the Review Hearing Committee will vote regarding each of the provider's claims. The decision of the Review Hearing Committee is final. In its' deliberations, the Review Hearing Committee must determine:

- i. If the determination made by the Coalition was correct, in whole or in part, or incorrect.
- ii. If no part of the determination made by the Coalition was correct, then the provider is not required to take further action.
- iii. If any part of the determination made by the Coalition is correct, the Committee must identify the portion(s) determined to be correct and as applicable, decide:

- A. If corrective action is necessary, that the provider must take corrective action in regard to the part(s) which the Review Hearing Committee determines to be correct; and the revised deadlines for completion of the corrective action(s); or
- B. If the provider's eligibility to offer the Voluntary Prekindergarten Education Program will be terminated, the date of termination.

f. Notice of Review Hearing Conclusion. The Chair of the Review Hearing Committee shall ensure a written notice of the review hearing conclusion is prepared. The written notice must state the outcome of the Review Hearing Committee's vote regarding each of the provider's claims. In addition, the notice must specifically state the reasons supporting the Review Hearing Committee's conclusions. The dates for either corrective action to be completed, or termination of eligibility to offer the Voluntary Prekindergarten Education Program shall be included in the notice. The Chair of the Review Hearing Committee shall approve the notice and ensure it is made public within ten business days of the conclusion of the Review Hearing.



STATE OF FLORIDA
STATEWIDE VOLUNTARY PREKINDERGARTEN
PROVIDER CONTRACT
PUBLIC SCHOOL ATTACHMENT FORM OEL-VPK 20PS

I. PARTIES AND TERMS OF CONTRACT ATTACHMENT

1. **Parties.** This document is executed as an Attachment to the Contract made and entered into the 16th day of July, 2018, by and between the Early Learning Coalition of ELC of Florida's Gateway (herein referred to as "COALITION"), and Suwannee County School Board (herein referred to as "PROVIDER"), with its principal offices located at 1729 WALKER AVE SW STE 200 LIVE OAK, FL 32064-4059.
2. **Provider Type.** This attachment is designed for use by public school districts and/or public schools. If a VPK site under this Contract is a charter school, the COALITION shall confirm that VPK is in its charter before use of this attachment.

II. PUBLIC SCHOOLS

3. **Monitoring Assurance.** The school district certifies that it will ensure each public school PROVIDER complies with statute, rules and this Contract and certifies that it will require corrective action plans from each public school PROVIDER upon failure to comply with the terms of statute, rule or this Contract. The school district may choose to designate COALITION to monitor its public school VPK providers if agreed upon by COALITION.

 PROVIDER is a (check one):
☒ Public school district which chooses to monitor its public school VPK providers.
☐ Public school district which designates COALITION to monitor its public school VPK providers.
4. **Summer Funding.** Each district's funding for the summer program shall be modified from the terms of Paragraph 2 of the Contract (Form OEL-VPK 20) in accordance with s. 1002.71 (3)(d), F.S.
5. **Transportation funding.** A student enrolled in the VPK Program may not be reported under s. 1011.68, F.S. for student transportation funds.
6. **School District Authorization.** An authorized school district representative must be a signatory of this Contract.

Exhibit 1: Provider Location List Attachment

Provider Legal Name: Suwannee County School Board

Location Number	Location Legal Name	Doing Business As Name	Physical Address	Employer ID Number (EIN)	School Year	Summer	Official Use Only
16215	Suwannee County School Board	Suwannee Primary School	1729 WALKER AVE SW STE 200, LIVE OAK, FL 32064-4059	596000872	<input checked="" type="checkbox"/> School Year	<input checked="" type="checkbox"/> Summer	
16427	Suwannee County School Board	Branford Elementary School	26801 STATE ROAD 247, BRANFORD, FL 32008-2684	596000872	<input checked="" type="checkbox"/> School Year	<input type="checkbox"/> Summer	
16428	Suwannee County School Board	RIVEROAK Technical College	412 PINWOOD DR SW, LIVE OAK, FL 32064	596000872	<input checked="" type="checkbox"/> School Year	<input type="checkbox"/> Summer	
					<input type="checkbox"/> School Year	<input type="checkbox"/> Summer	
					<input type="checkbox"/> School Year	<input type="checkbox"/> Summer	
					<input type="checkbox"/> School Year	<input type="checkbox"/> Summer	
					<input type="checkbox"/> School Year	<input type="checkbox"/> Summer	
				596000872	<input type="checkbox"/> School Year	<input type="checkbox"/> Summer	

**INTERLOCAL AGREEMENT
FOR
EMERGENCY SHELTERS
IN SUWANNEE COUNTY**

THIS AGREEMENT made this _____ day of _____, 2018, by and between the Suwannee County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the Suwannee County School Board, a public agency of the State of Florida, hereinafter referred to as the "School Board".

WHEREAS, the County and School Board recognize their mutual obligations and responsibility for the sheltering of the citizens of Suwannee County during a state of declared local emergency, and

WHEREAS, it is mutually beneficial for the County and School Board to support efforts that facilitate communications and coordination; and

WHEREAS, the County and the School Board recognize the mutual benefits which will arise from the School Board providing facilities and staff to assist the County during a state of declared local emergency; and

WHEREAS, Section 252.38 (d), Florida Statutes, provides for the use of School Board facilities and necessary personnel to staff such facilities during declared emergencies; and

WHEREAS, Section 1013.372, Florida Statutes, requires the incorporation of Enhanced Public Shelter Design Criteria in new educational facilities to serve as public shelters for emergency management purposes; and

WHEREAS, Section 1013.372, Florida Statutes, provides exemption criteria from using the Enhanced Shelter Design Criteria; and

WHEREAS, Section 252.385, Florida Statutes, defines the State's intent to not have a deficit of safe public shelter space in any region of the State; and

WHEREAS, through this agreement the County and the School Board wish to maintain and enhance their cooperative and productive relationship to serve the citizens of Suwannee County; and

NOW, THEREFORE, by it mutually agreed between the Suwannee County School Board and the Board of County Commissioners of Suwannee County that the following requirements, criteria, standards and procedures shall be utilized in the preparing and coordinating the sheltering needs of the citizens of Suwannee County during a state of declared local emergency:

1. This Interlocal Agreement is entered into pursuant to the provisions of Sections 163.01, Florida Statutes, commonly known as the "Florida Interlocal Cooperation Act of 1969" (the Act), and all applicable portions of the Act are made a part hereof and incorporated herein as if set forth at length herein, including, but not limited to the following specific provisions:
 - (a) All of the privileges and immunities and limitations from liability, exemptions from laws, ordinance and rules, and all pensions and relief, disability, workers' compensations and other benefits which apply to the activity of officers, agents, or employees of the parties hereto when performing their respective functions within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially under the provisions of this Interlocal Agreement;
 - (b) This Interlocal Agreement does not and shall not be deemed to relieve any other parties hereto of any of their respective obligations or responsibilities imposed upon them by law except to the extent of the actual and timely performance of those obligations or responsibilities by one or more of the parties to the Interlocal Agreement, in which case performance provided hereunder may be offered in satisfactions of the obligation or responsibility;
2. If any provisions of the Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provisions shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.
3. Each party agrees that it will execute any and all documents or other instruments, and take such other action as is necessary to give effect to the terms and intent of this Agreement.
4. No waiver by either party of any term or condition of the Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of the Agreement.
5. All School Board facilities, equipment, materials and personnel are authorized to assist the County for the duration of any state of declared local emergency.
6. Throughout the year the School Board shall work cooperatively with the County to enhance the sheltering operations.

- a. The School Board will provide core shelter staff that will include administration, custodial, and food service personnel. In addition, district support teams from Information Services, Transportation, Maintenance, and Custodial may be required.
7. In the event a state of local emergency is declared by the County:
 - a. The Suwannee County Director of Emergency Management or his designee shall notify the School Board Superintendent of the declaration of a state of local emergency.
 - b. The School Board shall, in a manner consistent with the County's Emergency Plan, render assistance to the County.
 - c. The Suwannee County Director of Emergency Management or his designee shall coordinate the activities and services included in the Emergency Plan, pursuant to Section 252.38, Florida Statutes.
 - d. Every attempt will be made to have a law enforcement or school safety officer present before opening a shelter. If one is not available a school administrator will be present before opening.
 - e. In order to support shelter operations, the School Board shall provide a liaison in the emergency operations center or a direct contact, during the time shelters in schools are open.
8. For the duration of such emergency, all School Board employees shall remain employees of the School Board for the purpose of maintaining medical and workers compensation insurance.
9. The County shall reimburse the School Board for actual costs to the School Board for overtime wages, including mandatory benefits, paid to School Board employees while assisting the County during a state of local emergency declared pursuant to Section 252.38 (5), Florida Statutes. Reimbursement shall be made in a lump sum amount and shall be conditioned upon the School Board providing the County with the individual time records of said employees along with FEMA ICS – 214 form for each person. In addition, the School Board agrees to provide the County with all necessary documentation in the School Board's control or possession, to enable the County to be reimbursed from other sources.

10. The County shall reimburse the School Board for actual costs to the School Board for all eligible supplies and eligible materials utilized for the operation of a shelter while assisting the County during a state of local emergency declared pursuant to Section 252.38(5), Florida Statutes. Reimbursement shall be made in a lump sum amount and shall be conditioned upon the School Board providing the County with itemized records of said costs. In addition, the School Board agrees to provide the County with all necessary documentation in the School Board's control or possession, to enable the County to be reimbursed from other sources. Payment shall be made to the School within 30 days, or as soon as possible.
11. The School Board shall provide annual training for all staff members involved with shelter operations. Those staff members will include all primary and back-up staff members that could potentially be assigned to a shelter or involved with shelter operations. If requested by the District, the County shall assist with or take the lead in providing training to the District's shelter operation teams. The School Board and the County agree that the County may deem it necessary, after the first twenty four (24) hours to supplement shelter staff with trained county employees, and/or CERT (Community Emergency Response Team) members allowing some School Board staff to be released from duty.
12. The County and the School Board agree that the County may designate one school specifically for Special Needs clients which will be staffed by the Suwannee County Department of Health.
13. This Agreement shall at all times be subordinate to the authority of the State Division of Emergency Management to make available any equipment, services, or facilities pursuant to Section 252.42, Florida Statutes, and to the plans of the Federal Government and the State of Florida acting through the State Division of Emergency Management.
14. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement, and to avail itself of all remedies available to it arising at law or in equity for the breach of this Agreement. Remedies are mutually available and include damages and specific performance, as appropriate.
15. The term of this Interlocal Agreement shall be for a period of six months. After six months both parties will make a unified decision to make any agreed upon changes. If no changes then the term may be extended for an additional 1 year upon mutual agreement by the Board of County Commissioners and Suwannee County School Board. The agreement will automatically renew each year unless either party makes known needed changes.

16. Pursuant to Section 163.01 (11), Florida Statutes, this Agreement, executed by the parties hereto, shall be effective immediately upon filing with the Clerk of the Circuit Court of Suwannee County.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized officials on the date set forth below.

ATTEST:

SUWANNEE COUNTY

By: _____

By: _____

ATTEST:

SUWANNEE COUNTY

By: _____

Ted Roush, Superintendent
School District of Suwannee County

By: _____

Jerry Taylor, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

RESOLUTION OF THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA ESTABLISHING THE RULE REQUIRING THE DISPLAY OF "IN GOD WE TRUST" IN ALL DISTRICT SCHOOLS AND ADMINISTRATION BUILDINGS.

WHEREAS, the motto "In God We Trust" has been a part of American History;

WHEREAS, in 1956, the 84th Congress and President Dwight Eisenhower declared "In God We Trust" must appear on all American currency;

WHEREAS, "In God We Trust" has been a part of Florida's State Seal since 1868;

WHEREAS, "In God We Trust" has been a part of the State Flag since 1900;

WHEREAS, "In God We Trust" was adopted as the Florida State Motto in 2006;

WHEREAS, Chapter 2018-6 Laws of Florida (HB 7055) was passed in 2018 requiring each School Board in Florida to adopt rules regarding the display of "In God We Trust"; and

BE IT RESOLVED that the School Board of Suwannee County, Florida establishes this rule requiring the display of "In God We Trust" in all District schools and administration buildings.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2018.

SCHOOL BOARD OF SUWANNEE
COUNTY, FLORIDA

By: _____
Jerry Taylor, Chairperson

ATTEST:

Ted L. Roush, Superintendent of Schools

"Approved as to Form and Sufficiency
BY _____

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

Additions and Revisions

2018-2019 NEFEC Master Inservice Plan

- Addition of *Transfer Inservice Points* component numbers in **Section 2, pg. 7:**

Transfer Component Numbers	
Transfer of ESE Points	9-999-001
Transfer of ESOL Points	9-999-002
Transfer of Reading Points	9-999-003
Transfer of Non-Bankable Points	9-999-004

The 9-999 component numbers are used to transfer inservice points for educators that are

- transferring from another district, or
- transferring college credits to inservice points.

The 9-999 inservice points will not be included in the district FLDOE Survey 5 report, since the district did not provide the professional learning.

- Addition of General Education components:
 - *Schools of Excellence* School Year 2017-2018 #8-506-001 (Section 3, pg.114)
 - *Schools of Excellence* School Year 2018-2019 #8-521-001 (Section 3, pg.124)
- Addition of objectives in *Mental Health Services* #5-414-001 (Section 3, pg. 62) to meet the requirements of SB 7026 Public Safety (2018):
 1. Demonstrate knowledge, understanding, and application of the district *Mental Health Assistance Plan*.
 9. Identify threatening or aberrant behavior that may represent a threat to the community, school, or self.
 10. Identify signs of mental illness in students and how to seek the proper treatment.
 11. Identify and understand the signs of emotional disturbance, mental illness, and substance use disorders.
 12. Demonstrate knowledge of skills to help a person who is developing or experiencing an emotional disturbance, mental health, or substance use problem.
- Revision of objectives in *Student Services-Counseling, Health, Psychological, and Social* #6-409-001 (Section 3, pg. 64) to include:
 1. *Mental Health Assistance Plan*.
 9. Develop and implement research-based concepts and models to ~~improve racial/ethnic relations and understandings among students and faculties~~ ensure that interactions between and among students and faculties are culturally sensitive and respectful of individual differences.
 15. Develop and implement knowledge and skills to identify students in need of intervention, referral to the appropriate supports, and/or case management/follow-up processes in support processes.

- Revision and addition of objectives in ***School Health and Safety #6-511-002 (Section 3, pg. 68)*** to meet the requirements of SB 7026 Public Safety (2018):
 15. Identify causes and the warning signs of child and adolescent suicide.
 16. Demonstrate knowledge of trends in demographics of suicide victims, and high risk categories, and diagnostic signs
 31. Demonstrate knowledge of emergency preparedness procedures for the following life-threatening emergencies: 1) weapon use, hostage and active shooter situations; 2) hazardous materials or toxic chemical spills; 3) weather emergencies, including hurricanes, tornados, and severe storms; and 4) exposure as a result of a manmade emergency.
- Change in content and structure of ***Mentoring #7-507-004 (Section 3, pg. 82)*** to HQ MIP template (no change in identifier number).
- Addition of the School Safety Training Modules Bundle to replace current Safety Video Component found on **page 3-7 (Special Programs)**

School Safety Training Modules Bundle

Offered by the NEFEC Loss Control and Safety/Risk Management Department

Title of Video Training	Component & Number	Inservice Points
<ul style="list-style-type: none"> • Bullying/Cyberbullying Prevention • Substance Abuse Prevention • Technology Safety and Security • Preventing Child Sexual Abuse • Student to Student Sexual Harassment • Playground Safety Supervisor Training • Slips, Trips, and Falls • Preventing Back Injuries • Hazard Communications • Bloodborne Pathogens for Schools • Child Abuse • Student Fights • Principals' Hazard Recognition 	School Health and Safety 6-511-002	A total of 10 inservice points may be earned by completing all the titles listed and submitting designated follow-up activities.

- Addition of Special Programs component (**Section 6, pg. 88**):
 - ***Reading Difficulties, Disabilities and Dyslexia #2-100-018* / #2-013-005*****
 - *Use component number for SWD inservice points, or
 - **Use component number for Reading inservice points.

2018–2019 Uniform Statewide Assessment Calendar

According to Section 1008.22(7)(d), Florida Statutes (F.S.), and State Board of Education Rule 6A-1.094224, Florida Administrative Code (F.A.C.), each school district must complete this uniform calendar with district-required assessment information, publish the calendar to the district website, and provide it to the department by October 1 of each school year, beginning in 2016–17. Districts must provide completed calendars to schools and include the calendar in their parent guides. In addition, each school must publish the completed calendar on its website.

The statewide assessment information in sections 3 and 4 should not be altered; however, districts may otherwise modify and populate this template to accurately indicate their assessment schedules for the school year.

1. Glossary of Assessment Terms

The following glossary includes definitions of assessment terms and explanations of acronyms used throughout this template. Districts may add rows as needed for additional glossary terms that are specific to district-required assessments. Do not modify any other information in this section.

Acronym/Term	Definition
ACCESS for ELLs	Assessing Comprehension and Communication in English State-to-State (ACCESS) for English Language Learners (ELLs)
Accommodation	Per Rule 6A-1.0943, F.A.C., "Accommodations are defined as adjustments to the presentation of the statewide standardized assessment questions, methods of recording examinee responses to the questions, scheduling for the administration of a statewide standardized assessment to include amount of time for administration, settings for administration of a statewide standardized assessment, and the use of assistive technology or devices to facilitate the student's participation in a statewide standardized assessment."
CBT	Computer-Based Test
Diagnostic	Assessments that measure students' understanding of a subject area or skills base, which allow teachers and educators to evaluate student learning, focusing on strengths and areas of need
District Window	The selected dates within the statewide window during which a district will administer a given assessment
District-Required Assessments	Assessments required by the school district for students in a specific grade or course
ELA	English Language Arts
EOC	End-of-Course
Evaluative	Assessments that measure student proficiency at selected intervals in order to compare change over time and to compare state-level results
FAIR	Florida Assessments for Instruction in Reading
FLKRS	Florida Kindergarten Readiness Screener
Formative	Formative assessments are the formal and informal ways that teachers and students gather and respond to evidence of student learning. Formative assessments are part of teaching in the classroom. Formative assessments will not result in a score that will appear on a student's report card, but they serve the greater purpose of informing both students and teachers on what changes need to happen in classroom instruction to better serve the needs of individual students.
FSA	Florida Standards Assessments
FSAA	Florida Standards Alternate Assessment

2018–2019 Uniform Statewide Assessment Calendar

Acronym/Term	Definition
Interim	Interim assessments are administered on a smaller scale (i.e., school or district) with results that can be used at the classroom level or aggregated at the school- or district-level. Depending on the design, interim assessments can be used to predict a student's ability to succeed on a summative assessment, to evaluate a program, or to diagnose student learning gaps.
NAEP	National Assessment of Educational Progress
NGSSS	Next Generation Sunshine State Standards
PBT	Paper-Based Test
Progress Monitoring	Process used to determine whether a student's academic performance is improving, at what rate it is improving, and how effective instruction has been
PSAT/NMSQT	Preliminary SAT/National Merit Scholarship Qualifying Test
Summative	Assessments that evaluate student mastery of Florida's academic standards at or near the conclusion of the course of instruction
Statewide, Standardized Assessments	All assessments required by <u>s. 1008.22</u> , Florida Statutes (F.S.)
Statewide Window	The range of dates during which districts and/or schools may choose to administer a given assessment
Testing Time	The amount of time individual students are each given to respond to test items on each test

2. Test, Type, and Purpose/Use

Add rows as needed to define district-required tests, test type, and their purpose/use in your district. If additional types are added, define applicable types in the glossary. Do not modify any other information in this section.

Test	Type	Purpose/Required Use	Statutory Authority/Required Use Citation
ACCESS for ELLs 2.0	Diagnostic	Measure English language acquisition of ELLs	s. 1003.56, F.S. Rule 6A-6.0902, F.A.C. Rule 6A-6.0903, F.A.C. Rule 6A-6.09021, F.A.C.
Alternate ACCESS for ELLs	Diagnostic	Measure English language acquisition of ELLs with significant cognitive disabilities	
FAIR	Diagnostic/Progress Monitoring	Provides general estimate of students' reading ability/monitors students' progress toward meeting grade-level skills in reading	s. 1008.25(4), F.S.
FLKRS	Diagnostic/Progress Monitoring	Determine readiness for kindergarten; used to calculate VPK Provider Kindergarten Readiness Rates	s. 1002.69, F.S. Rule 6M-8.601, F.A.C.

2018–2019 Uniform Statewide Assessment Calendar

Test	Type	Purpose/Required Use	Statutory Authority/Required Use Citation
FSA	Summative	Purpose: Measure student achievement of Florida’s academic standards (Florida Standards, Next Generation Sunshine State Standards) Required uses: third grade retention; high school standard diploma; EOC assessments as 30% of course grade; school grades; school improvement rating; district grades; differentiated accountability; scholar designation; federal reporting; Credit Acceleration Program (CAP); school improvement plans; school, district, state, and federal reporting Optional uses: progress monitoring in accordance with student progress plan	s. 1008.22, F.S.
FSAA	Summative		Rule 6A-1.09422, F.A.C.
NGSSS EOC Assessments	Summative		Rule 6A-1.0943, F.A.C.
Statewide Science Assessment	Summative		Rule 6A-1.09432, F.A.C. Rule 6A-1.094223, F.A.C. s. 1008.25, F.S. Rule 6A-1.094221, F.A.C. Rule 6A-1.094222, F.A.C. s. 1003.4156, F.S. s. 1003.4282, F.S. s. 1008.34, F.S. Rule 6A-1.09981, F.A.C. s. 1008.341, F.S. Rule 6A-1.099822, F.A.C. s. 1008.33, F.S. Rule 6A-1.099811, F.A.C. s. 1012.34, F.S. s. 1002.38, F.S.
NAEP	Evaluative	Measure student performance for comparison among state and national populations over time	s. 1008.22, F.S.
PreACT	Summative	Inform course placement	s. 1007.35, F.S.
PSAT/NMSQT	Summative	Inform course placement	s. 1007.35, F.S.

3. Required Statewide Assessments

The following assessments are required for students as indicated in the Students to Be Tested column.

Populate the **District Window** column for each assessment in the table below. Do not modify any other information in this section. When calculating total test time in Section 6, do not include times for assessments indicated by grey rows, which indicate duplicate assessment windows (e.g., EOCs), assessments that take the place of another assessment, or assessments that do not have a specified testing time.

Updated December 29, 2017



2018–2019 Uniform Statewide Assessment Calendar

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
FLKRS	Kindergarten	July 9–October 12, 2018	August 10–September 25, 2018	CBT ¹	15–20 minutes	Immediately following test completion
FSA—Datafolio	Students with significant cognitive disabilities for whom participation in the general statewide assessment is inappropriate, even with accommodations	Collection Period 1: September–October 2018	September–October 2019	PBT	Varies/Untimed	June 2019
FSA Algebra 1 and Geometry EOC assessments	Students enrolled in associated courses	September 10–28, 2018	September 10–28, 2018	CBT ¹	180 minutes ²	October 2018
NGSSS Biology 1, Civics, and U.S. History EOC assessments	Students enrolled in associated courses	September 10–28, 2018	September 10–28, 2018	CBT ¹	160 minutes ³	October 2018
FSA—Datafolio	Students with significant cognitive disabilities for whom participation in the general statewide assessment is inappropriate, even with accommodations	Collection Period 2: November–December 2018	November–December 2018	PBT	Varies/Untimed	June 2019
FSA Algebra 1 and Geometry EOC assessments	Students enrolled in associated courses	November 26–December 14, 2018	November 26–December 14, 2018	CBT ¹	180 minutes ²	January 2019
NGSSS Biology 1, Civics, and U.S. History EOC assessments	Students enrolled in associated courses	November 26–December 14, 2018	November 26–December 14, 2018	CBT ¹	160 minutes ³	January 2019

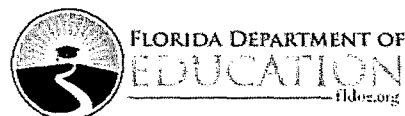
Updated December 29, 2017



2018–2019 Uniform Statewide Assessment Calendar

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
FSA—Datafolio	Students with significant cognitive disabilities for whom participation in the general statewide assessment is inappropriate, even with accommodations	Collection Period 3: March–April 2019	March–April 2019	PBT	Varies/Untimed	June 2019
FSA—Performance Task	Students with significant cognitive disabilities for whom participation in the general statewide assessment is inappropriate, even with accommodations	February 25–April 26, 2019	February 25–April 26, 2019	PBT	Varies/Untimed	June 2019
FSA ELA – Reading	Grade 3	April 1–12, 2019	April 1–12, 2019	PBT	160 minutes	May 2019
FSA ELA – Writing	Grades 4–6	April 1–12, 2019	April 1–12, 2019	PBT	120 minutes	June 2019
FSA ELA – Writing	Grades 7–10	April 1–12, 2019	April 1–12, 2019	CBT ¹	120 minutes	June 2019
FSA ELA – Reading	Grades 4–6	May 1–14, 2019	May 1–14, 2019	PBT	Grades 4–5 Reading: 160 minutes Grade 6 Reading: 170 minutes	June 2019
FSA Mathematics	Grades 3–6	May 1–14, 2019	May 1–14, 2019	PBT	Grades 3–5 Mathematics: 160 minutes Grade 6 Mathematics: 180 minutes	June 2019
NGSSS Statewide Science Assessment	Grades 5 and 8	May 1–14, 2019	May 1–14, 2019	PBT	160 minutes	June 2019

Updated December 29, 2017



2018–2019 Uniform Statewide Assessment Calendar

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
FSA ELA – Reading	Grades 7–10	May 1–29, 2019	May 1–29, 2019	CBT ¹	Grades 7–8 Reading: 170 minutes Grades 9–10 Reading: 180 minutes	June 2019
FSA Mathematics	Grades 7 and 8	May 1–29, 2019	May 1–29, 2019	CBT ¹	180 minutes	June 2019
FSA Algebra 1 and Geometry EOC assessments	Students enrolled in associated courses	May 1–29, 2019	May 1–29, 2019	CBT ¹	180 minutes ²	June 2019
NGSSS Biology 1, Civics, and U.S. History EOC assessments	Students enrolled in associated courses	May 1–29, 2019	May 1–29, 2019	CBT ¹	160 minutes ³	June 2019
FSA Algebra 1 and Geometry EOC assessments	Students enrolled in associated courses	July 15–26, 2019	July 15–26, 2019	CBT ¹	180 minutes ²	August 2019
NGSSS Biology 1, Civics, and U.S. History EOC assessments	Students enrolled in associated courses	July 15–26, 2019	July 15–26, 2019	CBT ¹	160 minutes ³	August 2019

¹ Paper-based accommodations (e.g., regular print, large print, braille, one-item-per-page) for computer-based tests are available to eligible students if indicated as an accommodation on an IEP or Section 504 plan.

² Any student taking an FSA EOC assessment who has not completed a session by the end of the allotted time may continue working up to half the length of a typical school day.

³ Any student taking an NGSSS EOC assessment who has not completed the session by the end of the allotted time may continue working; however, testing must be completed within the same school day.

4. Statewide Assessments for SELECT Students

The following assessments are only intended for selected students/students in certain sub-groups. Populate the **District Window** column for the assessments in the table below. If an assessment is not being administered in your district, indicate “N/A” in the District Window column. Do not modify any other information in this section.

Because the tests included in this section are not administered to all students or, in some cases, are optional for students, the testing time for these tests should not be included in the total testing time calculated in Section 6.

Assessment	Applicable Students ⁴	Statewide Window	District Window	Mode	Testing Time	Results Expected
FAIR	Grades 3–12	Assessment Period (AP) 1: First day of school– November 2, 2018	N/A	CBT ¹	45 minutes	1 week after

Updated December 29, 2017



2018–2019 Uniform Statewide Assessment Calendar

Assessment	Applicable Students ⁴	Statewide Window	District Window	Mode	Testing Time	Results Expected
PreACT	Grade 10	September–December 2018	N/A	PBT	150 minutes	Approximately 2 weeks after testing
ELA Grade 10 Retake – Writing		September 10–21, 2018	September 10–21, 2018	CBT ¹	120 minutes ²	December 2018
ELA Grade 10 Retake – Reading		September 10–28, 2018	September 10–28, 2018	CBT ¹	180 minutes ²	December 2018
PSAT/NMSQT	Grade 10	October 10, 2018	October 10, 2018	PBT	165 minutes	January 2019
FAIR	Grades 3–12	AP 2: November 5, 2018–February 8, 2019	N/A	CBT ¹	45 minutes	1 week after
ACCESS for ELLs 2.0	Grades K–12 currently classified as ELL with “LY” code	January 28–March 22, 2019	January 28–March 22, 2019	PBT	Kindergarten: 45 minutes Grades 1–12: 105–245 minutes (varies by grade-level/tier)	June 2019
Alternate ACCESS for ELLs	Grades 1–12 with significant cognitive disabilities and currently classified as ELL with “LY” code	January 28–March 22, 2019	January 28–March 22, 2019	PBT	80 minutes	June 2019
NAEP – Mathematics, Reading, and Science	Grades 4, 8, and 12	January 28–March 8, 2019	January 28–March 22, 2019	CBT	90–120 minutes	Fall 2019 (<i>National, State, and Trial Urban District Assessment results</i>): Mathematics and Reading, Grades 4 and 8 Spring 2020 (<i>National results</i>): Mathematics and Reading, Grade 12; Science, Grades 4, 8, and 12

Updated December 29, 2017



2018–2019 Uniform Statewide Assessment Calendar

Assessment	Applicable Students ⁴	Statewide Window	District Window	Mode	Testing Time	Results Expected
FAIR	Grades 3–12	AP 3: February 11–June 7, 2019	N/A	CBT ¹	45 minutes	1 week after
ELA Grade 10 Retake – Writing		February 25–March 15, 2019	February 25–March 15, 2019	CBT ¹	120 minutes ²	May 2019
ELA Grade 10 Retake – Reading		February 25–March 15, 2019	February 25–March 15, 2019	CBT ¹	180 minutes ²	May 2019
FSA Algebra 1 Retake EOC ⁵		February 25–March 15, 2019	February 25–March 15, 2019	CBT ¹	180 minutes ²	May 2019

¹ Paper-based accommodations (e.g., regular print, large print, braille, one-item-per-page) for computer-based tests are available to eligible students if indicated as an accommodation on an IEP or Section 504 plan.

² Any student taking an FSA ELA Retake or EOC assessment who has not completed a session by the end of the allotted time may continue working up to half the length of a typical school day.

³ Any student taking an NGSSS EOC assessment who has not completed the session by the end of the allotted time may continue working; however, testing must be completed within the same school day.

⁴ If indicated, “applicable students” relates to the sub-group(s) of students who *may* take that assessment; it does not indicate that all students throughout the state in that sub-group will take that assessment. Assessments for which no applicable student group is listed are available to students as needed but are not limited to any specific sub-group.

⁵ The FSA Algebra 1 EOC Assessment is only offered as a separate Retake assessment during the Spring administration; students retaking the FSA Algebra 1 EOC in Fall, Winter, or Summer participate in the regular EOC administration.

5. District-Required Assessment Information

Complete the table below with assessments that are required for all schools in your district.

Assessment	Students to Be Tested	District Window	Mode	Testing Time	Results Expected
I-Ready ELA and Math Diagnostic	Kindergarten, Grade 1, Grade 2	August 13–September 11, 2018, January 7–February 1, 2019, April 23–May 17, 2019	CBT	120 minutes each; total 360 minutes	Immediate Results
I-Ready ELA and Math Diagnostic	Grade 3–5	August 13–September 11, 2018, January 7–February 1, 2019	CBT	120 minutes each; total 240 minutes each	Immediate Results

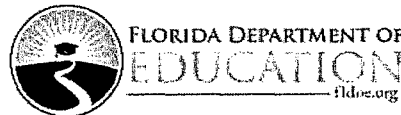
Updated December 29, 2017



2018–2019 Uniform Statewide Assessment Calendar

Assessment	Students to Be Tested	District Window	Mode	Testing Time	Results Expected
I-Ready ELA and Math Diagnostic; excluding Algebra. One students for Math	Grades 6-8	August 13-September 11, 2018, January 7-February 1, 2019	CBT	120 minutes each; total 240 minutes each	Immediate Results
Write Score	Kindergarten, Grade 1, Grade 2	November 5-9, 2018, March 4-8, 2019	PBT	60 minutes each; total 120 minutes	2-4 weeks
Write Score	Grade 3	November 5-9, 2018, March 4-8, 2019	PBT	120 minutes each; total 240 minutes	2-4 weeks
Write Score	Grades 4-6	September 10-14, 2018, November 5-9, 2018, February 4-8, 2019	PBT	120 minutes each; total 360 minutes	2-4 weeks
Write Score	Grades 7-10	September 10-14, 2018, November 5-9, 2018, February 4-8, 2019	CBT	120 minutes each; total 360 minutes	2-4 weeks
Science Diagnostic	Grade 5, Grade 8	August 21-September 14, 2018, January 30-February 28, 2019	CBT	50 minutes each; total 100 minutes	Immediate Results
STAR Reading (ELA)	Grades 9-10	August 13-September 11, 2018, January 7-February 1, 2019	CBT	20 minutes each; total 40 minutes	Immediate Results
STAR Math	Students enrolled in Algebra One (grade 8), Geometry (grade 9)	August 13-September 11, 2018, January 7-February 1, 2019	CBT	20 minutes each; total 40 minutes	Immediate Results

Updated December 29, 2017



2018–2019 Uniform Statewide Assessment Calendar

Assessment	Students to Be Tested	District Window	Mode	Testing Time	Results Expected
USH Diagnostic	Students enrolled in USH (grade 11)	August 13-September 11, 2018, January 7-February 1, 2019	CBT	50 minutes each; total 100 minutes	Immediate Results
Biology Diagnostic	Student enrolled in Biology (grade 10)	August 21-September 14, 2018, January 30-February 28, 2019	CBT	50 minutes each; total 100 minutes	Immediate Results
CIVICS Diagnostic	Grade 7	August 21-September 14, 2018, January 30-February 28, 2019	CBT	50 minutes each; total 100 minutes	Immediate Results

6. Estimates of Total Testing Time by Grade Level

Estimates of average time for administering state-required and district-required assessments (listed in Sections 3 and 5 above) by grade level. Subject-based assessments should be included with the grade level to which they are most likely to be administered (e.g., Biology 1 with grade 9).

Grade Level	Statewide Assessments	District Assessments	Approximate Total Testing Time (In Minutes)
K	15–20	480	500
1	0	480	480
2	0	480	480
3	320	480	800
4	440	600	1040
5	600	700	1300
6	470	600	1070
7	630	700	1330
8	630	620	1250
9	640	440	1080
10	480	500	980
11	160	100	260
12	0	0	0

AFFILIATION AGREEMENT

This Agreement is entered into on the date of execution by both parties, between the Suwannee County School Board (SCSB) and Lake City Surgery Center, LLC, Lake City, FL (Clinical Site).

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

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

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

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Patient Care Technician and/or Practical Nurse Program Director

- 1.1 The Program Director shall design and coordinate a clinical rotation program at the Clinical Site, in cooperation with the Administration at the Clinical Site.
- 1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.
- 1.3 RTC shall retain responsibility for the administration of the Patient Care Technician and/or Practical Nurse program, its curriculum content, and the assignment, teaching, supervision and evaluation of the students.
- 1.4 RTC shall require students to observe all rules, regulations, bylaws, and policies of the Clinical Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws, rules and regulations.
- 1.5 RTC shall provide, or ensure that students maintain all times during their clinical rotation, liability insurance for students. Upon request, RTC shall provide satisfactory proof of insurance to the Clinical Site.
- 1.6 RTC agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
- 1.7 RTC shall ensure that all students have been properly certified in CPR and educated in universal/standard precautions before assignment to the Placement Site.

- 1.8 RTC shall ensure that all students, prior to assignment to the Clinical Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are required by law and the facility. The school shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

- 2.1 The Clinical Site shall retain responsibility for patient care and services provided within and upon the facilities of the Clinical Site.
- 2.2 The Clinical Site shall provide orientation to Patient Care Technician and Practical Nurse students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.
- 2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.
- 2.4 The Clinical Site shall provide such learning experiences under the supervision of experienced personnel whose qualifications meet the standards of the Patient Care Technician Program and/or Practical Nurse Education Program.
- 2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, cafeteria, conference rooms, dressing rooms and/or locker or closet spaces, as necessary and available.
- 2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures established by the Florida Board of Nursing and Florida Department of Education, and shall provide, upon request and within a reasonable time, all reports regarding students and their performance.
- 2.7 The Clinical Site shall allow RTC faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

- 3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.
- 3.2 Periodically, but at least once per year, the Director of the Patient Care Technician program and Director of Practical Nursing program, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the program accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

- 4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the Patient Care Technician program and Practical Nurse Education program.
- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.
- 4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.
- 4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.
- 4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

- 5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between RTC and the Clinical Site which could result in either party being responsible or liable for the acts or omissions of the other party.
- 5.2 Nothing in this Agreement shall be construed to create an employer/employee relationship between RTC students and the Clinical Site.
- 5.3 Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Section 6. Other Affiliations

- 6.1 This Agreement shall not create an exclusive arrangement between RTC and the Clinical Site. It is agreed that RTC and the Clinical Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

- 7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.
- 7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best

efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

- (a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;
- (b) Either party loses its license or accreditation; or

Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default for the other party.

Section 8. Request for Withdrawal of Student

8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.

8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.

9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

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

Section 11. Governing Law and Venue

11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

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

Section 12. Public Records

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

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Suwannee County School Board
1729 Walker Avenue, SW, Ste. 200
Live Oak, Florida 32064

Lake City Surgery Center, LLC
208 SW Prosperity Place
Lake City, FL 32024

By: _____
Ted L. Roush
Superintendent of Schools

By: _____

By: _____
Jerry Taylor, Chairman
Suwannee County School Board

By: _____

Date: _____

Date: _____

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

EXHIBIT A

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

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 (2017), 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), 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).

**Suwannee County School District
Usher Syndrome
Audiological Screening**

Student's Name:	Student's ID Number:
Completed by:	Today's Date:

The above named student's audiological information has been reviewed and it has been determined that the student:

- ☐ Does need further screening for Usher syndrome. This child is considered at high risk due to the following factors:
 - ☐ Corner Audiogram
 - ☐ Downward Slope Audiogram, even within the mild to moderate range
 - ☐ Pattern of Hearing Loss Over Time

- ☐ Does not need further screening for Usher syndrome. This child is considered at low risk due to the following factors:
 - ☐ Another syndrome
 - ☐ Other medical anomalies
 - ☐ Conductive Hearing Loss
 - ☐ Unilateral Hearing Loss
 - ☐ Sloping hearing loss that rises more than 10 dB in the high frequencies

Suwannee County School District

Assistive Technology Data Log

Student Name:	School:	Teacher:	Date:
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Check Type of Amplification:

Oticon: <input type="checkbox"/> R12 Receiver(s) (#____) <input type="checkbox"/> R2 Receiver(s) (#____) Serial Number: <input type="checkbox"/> Amigo Transmitter T30 <input type="checkbox"/> Computer Cord w/Audio Plug	Phonak: <input type="checkbox"/> Audio Shoes <input type="checkbox"/> R <input type="checkbox"/> L	Cochlear: <input type="checkbox"/> Mini Mic 2+
Amplification System: <input type="checkbox"/> Voice Amplifier <input type="checkbox"/> FM Trainer <input type="checkbox"/> Portable Amplifier	Check any/all accessories: <input type="checkbox"/> Carrying Case <input type="checkbox"/> Transmitter Charging Cord <input type="checkbox"/> Computer Cord w/ Transmitter <input type="checkbox"/> Lapel Microphone <input type="checkbox"/> Aux Cord	Other:

Teacher Signature (verify delivery and training): _____ Date: _____

D/HH Signature (verify delivery and training): _____ Date: _____

Amplification Device Consults:

Suwannee County School District

Deaf/Hard of Hearing Audiogram Review

Name: _____ DOB: _____ School: _____ Grade: _____

Homeroom Teacher: _____ Current Exceptionalities _____

Reason for Evaluation: _____ Date of Audiological Evaluation: _____

Option A

25 decibel (dB) +/- 5 dB or greater based on pure tone average or average of 500, 1000, and 2000 Hz unaided in the better ear.

Better Ear: ☐ Right ☐ Left

_____(500)+ _____(1k)+ _____(2k) = _____ /3 = _____

Meets numerical criteria: ☐ Yes ☐ No

Option B

A high frequency hearing threshold level of 25 dB +/- 5 dB or greater based on pure tone average of 1000, 2000, and 3000 Hz unaided in the better ear.

Better Ear: ☐ Right ☐ Left

_____(1k)+ _____(2k)+ _____(3k) = _____ /3 = _____

Meets numerical criteria: ☐ Yes ☐ No

Option C

A unilateral hearing threshold level of 50 dB +/- 5 dB or greater based on pure tone average of 500, 1000, and 2000 Hz unaided.

Better Ear: ☐ Right ☐ Left

_____(500)+ _____(1k)+ _____(2k) = _____ /3 = _____

Meets numerical criteria: ☐ Yes ☐ No

Option D

☐ Auditory Evoked Potential responses evidencing permanent hearing loss at multiple frequencies equivalent to or in excess of the decibel hearing loss threshold criteria for pure tone audiometric testing specified in subparagraphs (4)(a)1., 2. and 3. above; and,

NOTES/RECOMMENDATIONS REGARDING EDUCATIONAL PLACEMENT/PROCEDURES:

Signature of Evaluator: _____

Suwannee County School District Balance Test

Student's Name:	Date of Birth:
Completed by:	Today's Date:

Procedure

Conduct both of these tests.

Feet Together

Have the student stand with feet together, arms stretched out to the side of the body, and eyes closed. Stand behind the student while gently pushing on either side of the student's torso. (Note: The student may lose balance quickly, so be ready to support him or her.) Document whether the student was able to maintain his/her balance. Conduct the same procedure again, but this time with the student's eyes open. Document the student's reaction.

Results:

Mark **"Pass"** if the student can regain balance after gentle push.

Mark **"Fail"** if the student has difficulty maintaining balance even without push, or cannot regain balance after push.

	Balance maintained	Balance not maintained
Eyes closed, feet together		
Eyes open, feet together		

One Foot in Front of the Other

Have the student stand with one foot in front of the other, arms stretched out to the side of the body, and eyes closed. Stand behind the student while gently pushing on either side of the student's torso. (Note: The student may lose balance quickly, so be ready to support him or her.) Document whether the student was able to maintain his/her balance. Conduct the same procedure again, but this time with the student's eyes open. Document the student's reaction.

Results:

Mark **"Pass"** if the student can regain balance after gentle push.

Mark **"Fail"** if the student has difficulty maintaining balance even without push, or cannot regain balance after push.

	Balance maintained	Balance not maintained
Eyes closed, one foot in front of the other		
Eyes open, one foot in front of the other		

Suwannee County School District Cone Adaptation Test

Student's Name:	Date of Birth:
Completed by:	Today's Date:

Procedure

Scatter the colored disks from the Cone Adaptation Test in a jumbled heap on a dark table or carpet. The lights in the room should be dimmed to imitate twilight or dusk. The light needs to be even in the room. To check if the lights are dimmed to the correct level, ask if the student can see you signing. If the student can see you sign, the room is too bright.

Step 1: Ask the student to pick up the white chips. Observe how long it takes for him or her to complete the task. Make note of the start time, stop time, and total time.

Step 2: Ask the student to sort the red chips from the blue chips. Make note of the start time, stop time, and total time it took to complete the task.

Step 3: Document the number of chips correctly sorted.

Step 4: Repeat steps 1–3.

Results:

Trial #1			Trial #2		
Time stopped:			Time stopped:		
Total time:			Total time:		
Number correct:			Number correct:		
Red:	Blue:	White:	Red:	Blue:	White:

Mark **"Pass or P"** if the student sorts chips correctly within two minutes.

Mark **"Fail or F"** if the student has difficulty sorting chips by color or within two minutes.

Action

Pass: The family interview showed no family history of deafness with vision loss and no indication of night-blindness, field loss, glare sensitivity, acuity loss, or balance problems, and the student passed all stations.

Retest in one year: The family interview was incomplete or family history is uncertain, the family history indicated problems in one area of concern, the student didn't understand directions during stations, or the student had difficulty with one station.

Refer to ophthalmologist: Family interview reflects history of combined hearing and vision loss, and/or symptoms of acuity loss, night-blindness, field loss, glare sensitivity, or balance problems and the student failed one station.

Suwannee County School District

Ling-6 Sounds Daily Check

Student Name:

School:

Teacher:

The Ling 6 sounds represent different speech sounds from low to high pitch (frequency). They help to test your student's hearing and to check that they have access to the full range of speech sounds necessary for learning language.

Use the following symbols to show the student's response.

✓ = Correct Response

✗ = No Response

R = Repetition Required

If your student says the wrong sound, please record what the student said.

****If a sound is consistently missed, please contact the D/HH Teacher***

**** Please say the sounds in a different order each time so the student is not memorizing the order**

	ah	oo	ee	sh	m	s
Week of:						
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						
Week of:						
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						
Week of:						
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						
Week of:						
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						

Suwannee County School District

D/HH Expanded Skills: PK-5 Checklist

Name: _____
 School: _____
 Date(s): _____

Mastered: ✓ Emerging: / Not Mastered: ✕ Not Applicable: n/a
--

	Expanded Skills
	English language learners communicate for social and instructional purposes within the school setting.
	Identify historical and current attitudes of the Deaf community and the impact on themselves and others.
	Identify contributions of past and present figures of the Deaf community.
	Identify ways that individuals who are deaf and hard-of-hearing provide support for each other in their community.
	Identify ways that Deaf heritage and culture play an important role in the daily activities of individuals who are deaf or hard-of-hearing
	Identify steps to complete school assignments and tasks according to directions.
	Produce written communication, including identifying parts of sentences, combining words to make sentences, and combining sentences to make paragraphs with the support of sign and/or voice.
	Maintain a time management and organizational system for academic studies.
	Identify previously learned academic vocabulary, skill, or content in new skills and concepts.
	Request clarification of school assignments from teachers, family, and peers, when needed.
	Recognize that he/she has a hearing loss, including referring to self as deaf or hard-of-hearing; stating cause of the hearing loss; and explaining that the hearing loss is stable, progressive, or irreversible.
	Label and describe the functions of the parts of the ear (pinna, ear canal, eardrum, bones, cochlea, hearing nerve, brain, outer, middle, inner) using pictures.
	Identify the basic information on an audiogram.
	Maintain (clean, care for, and troubleshoot) own hearing aids, cochlear implants, and/or FM equipment with assistance.
	State and apply listening and learning rules, including recognizing that hearing does not mean understanding, attending to the person who is speaking and/or signing, talking only about what he/she is learning, and requesting repetition or clarification when needed.

Suwannee County School District

D/HH Expanded Skills: PK-5 Checklist

	Identify people who can provide assistance in the school regarding a hearing loss, such as interpreters, audiologist, and the itinerant teacher.
	Identify and use a variety of specialized telecommunication technology, including etiquette and procedures appropriate for his/her needs, with some assistance.
	Consistently and appropriately use preferred communication modality, such as American Sign Language (ASL), Conceptually Accurate Signed Exact English (CASE), Signed Exact English (SEE), or Spoken Language (Aural-Oral Communication), and recognize that communication modality may change according to individual needs and preferences.
	Participate in direct interactions with peers and adults using an appropriate mode of communication in a variety of settings independently.
	Demonstrate communication through motor movements, facial expressions, vocalizations, and social interactions.
	Demonstrate nonverbal elements of communication, including proximity, turn taking, body shifting, facial expressions, and eye gaze.
	Express the meaning of complex vocabulary, concepts, and figurative language through explicit strategies, such as drawing, role play, fingerspelling, and recognizing visual markers.
	Apply auditory discrimination and phonological skills to enhance understanding of spoken and written language, when appropriate.
	Explain the elements of the communication process—speaker, listener, message, feedback—and identify situations when communication breakdowns occur.
	Describe positive and negative ways the physical environment can affect communication and describe situations when it would be difficult.
	Use appropriate behavior in response to situational demands and modify behavior as needed.
	Communicate with others in ways appropriate for the relationship, such as friends and family.
	Anticipate and use repair strategies to ensure communication occurs during difficult listening situations or when communication breakdowns occur.
	Demonstrate understanding of the role and responsibility of an interpreter, including attending to the interpreter for directions and information as long as the teacher/speaker is talking and signaling the interpreter for clarification or repetition.
	Select and use assistive technology—low tech, high tech, closed captioning, alerting systems—that is personally appropriate with the assistance of an adult.
	Locate and respond appropriately to alerting devices, such as fire or smoke alarm, doorbell, phone, and monitors in the home and school.
	Summarize knowledge of own individual educational plan (IEP), including assessment data, strengths, weaknesses, annual goals, objectives, special education and related services, and accommodations.
	Explain support services available in the school, home, and community, such as Florida Relay Service, interpreters, and travel assistance.

Suwannee County School District

D/HH Expanded Skills: 6-8 Checklist

Name: _____
 School: _____
 Date(s): _____

Mastered: ✓ Emerging: / Not Mastered: ✕ Not Applicable: n/a
--

	Expanded Skills
	English language learners communicate for social and instructional purposes within the school setting
	Explain historical and current attitudes of the Deaf community and the impact on themselves and others.
	Compare and contrast of past and present figures of the Deaf community.
	Evaluate ways that individuals who are deaf and hard-of-hearing provide support for each other in their community.
	Identify ways that Deaf heritage and culture play an important role in the daily activities of individuals who are deaf or hard-of-hearing
	Analyze ways that Deaf heritage and culture play an important role in the daily activities of individuals who are deaf or hard-of-hearing.
	Maintain a time management and organizational system for academic studies.
	Explain how previously learned academic vocabulary, skill, or content in new skills and concepts.
	Construct paragraphs and essays following English semantic and syntactic rules with the support of own preferred mode of communication.
	Request clarification of school assignments from teachers, family, and peers, when needed.
	Describe he/she has a hearing loss, including referring to self as deaf or hard-of-hearing; stating cause of the hearing loss and age of onset; and explaining that the hearing loss is stable, progressive, or irreversible; and describing accommodations, preferred learning strategies, and interpreting needs to teachers, peers, and community members.
	Label and describe the functions of the parts of the ear (pinna, ear canal, eardrum, bones, cochlea, hearing nerve, brain, outer, middle, inner) using pictures.
	Identify the basic information on an audiogram
	Explain the meaning of information on own audiogram to parents, teachers, and peers.
	Maintain (clean, care for, and troubleshoot) own hearing aids, cochlear implants, and/or FM equipment with assistance.

Suwannee County School District

D/HH Expanded Skills: 6-8 Checklist

	State and apply listening and learning rules, including recognizing that hearing does not mean understanding, attending to the person who is speaking and/or signing, talking only about what he/she is learning, and requesting repetition or clarification when needed.
	Describe the type of assistance that can be provided in the school from an interpreter, audiologist, and the itinerant teacher.
	Use a variety of specialized telecommunication technology, including etiquette and procedures appropriate for his/her needs, with some assistance.
	Consistently and appropriately use preferred communication modality, such as American Sign Language (ASL), Conceptually Accurate Signed Exact English (CASE), Signed Exact English (SEE), or Spoken Language (Aural-Oral Communication), and recognize that communication modality may change according to individual needs and preferences.
	Participate in direct interactions with peers and adults using an appropriate mode of communication in a variety of settings independently.
	Demonstrate communication through motor movements, facial expressions, vocalizations, and social interactions.
	Demonstrate nonverbal elements of communication, including proximity, turn taking, body shifting, facial expressions, and eye gaze.
	Express the meaning of complex vocabulary, concepts, and figurative language through explicit strategies, such as drawing, role play, fingerspelling, and recognizing visual markers.
	Apply auditory discrimination and phonological skills to enhance understanding of spoken and written language, when appropriate.
	Describe positive and negative ways the physical environment can affect communication and describe situations when it would be difficult.
	Request adaptation of the physical environment can affect communication is perceived to be difficult.
	Use appropriate behavior in response to situational demands and modify behavior as needed
	Communicate with others in ways appropriate for the relationship, such as friends and family.
	Anticipate and use repair strategies to ensure communication occurs during difficult listening situations or when communication breakdowns occur.
	Articulate interpreting needs, including describing how to work effectively with an interpreter for school and communication activities, stating when services are needed/not needed, and describing the preferred mode of communication.
	Articulate the need of specialized or a preferred mode of communication with peers, adults, community members, and employers.
	Select and use assistive technology—low tech, high tech, closed captioning, alerting systems—that is personally appropriate.
	Locate and respond appropriately to alerting devices, such as fire or smoke alarm, doorbell, phone, and monitors in the home and school.
	Participate effectively in own individual educational plan (IEP), including assessment data, strengths, weaknesses, annual goals, objectives, special education and related services, accommodations, course of study, transition services, and postsecondary goals.
	Explain support services available in the school, home, and community, such as Florida Relay Service, interpreters, and travel assistance.
	Request support services of instruction, including transcripts or closed captions for film/videos, when needed. Develop an emergency contingency plan to gather information regarding man-made or natural disasters or person emergencies.

Suwannee County School District

D/HH Expanded Skills: 9-12 Checklist

Name: _____
 School: _____
 Date(s): _____

Mastered: ✓
Emerging: /
Not Mastered: ✕
Not Applicable: n/a

	Expanded Skills
	English language learners communicate for social and instructional purposes within the school setting.
	Explain historical and current attitudes of the Deaf community and the impact on themselves and others.
	Compare and contrast of past and present figures of the Deaf community.
	Evaluate ways that individuals who are deaf and hard-of-hearing provide support for each other in their community.
	Analyze ways that Deaf heritage and culture play an important role in the daily activities of individuals who are deaf or hard-of-hearing.
	Develop a list of local and national resources with a description of their purpose and contact information for individuals who are deaf and hard-of-hearing.
	Maintain a time management and organizational system for academic studies.
	Explain how previously learned academic vocabulary, skill, or content in new skills and concepts.
	Construct paragraphs and essays following English semantic and syntactic rules with the support of own preferred mode of communication.
	Request clarification of school assignments from teachers, family, and peers, when needed.
	Describe he/she has a hearing loss, including referring to self as deaf or hard-of-hearing; stating cause of the hearing loss and age of onset; and explaining that the hearing loss is stable, progressive, or irreversible; and describing accommodations, preferred learning strategies, and interpreting needs to teachers, peers, and community members.
	Explain the role of the audiologist in supporting one's hearing (set up appointment for audiogram, interpret the information on the audiogram, and discuss amplification needs).
	Explain the meaning of information on own audiogram to parents, teachers, and peers.
	Request repetition or clarification appropriately from peers, teachers, and community members when needed.
	Seek appropriate assistance from a professional regarding hearing loss needs, such as interpreter, audiologist, itinerant teacher, and community and employment personnel.
	Use a variety of specialized telecommunication technology, including etiquette and procedures appropriate for his/her needs, independently.

Suwannee County School District

D/HH Expanded Skills: 9-12 Checklist

	Consistently and appropriately use preferred communication modality, such as American Sign Language (ASL), Conceptually Accurate Signed Exact English (CASE), Signed Exact English (SEE), or Spoken Language (Aural-Oral Communication), and recognize that communication modality may change according to individual needs and preferences.
	Participate in direct interactions with peers and adults using an appropriate mode of communication in a variety of settings independently.
	Demonstrate communication through motor movements, facial expressions, vocalizations, and social interactions.
	Demonstrate nonverbal elements of communication, including proximity, turn taking, body shifting, facial expressions, and eye gaze.
	Express the meaning of complex vocabulary, concepts, and figurative language through explicit strategies, such as drawing, role play, fingerspelling, and recognizing visual markers.
	Apply auditory discrimination and phonological skills to enhance understanding of spoken and written language, when appropriate.
	Explain the elements of the communication process-speaker, listener, message, feedback-and identify situations when communication breakdowns occur.
	Request adaptation of the physical environment can affect communication is perceived to be difficult.
	Use appropriate behavior in response to situational demands and modify behavior as needed.
	Communicate with others in ways appropriate for the relationship, such as friends and family.
	Anticipate and use repair strategies to ensure communication occurs during difficult listening situations or when communication breakdowns occur.
	Describe options available for postsecondary education or training, employment, and independent living that will meet personal goals and needs.
	Explain considerations related to obtaining reasonable accommodations in the community, workplace, and/or postsecondary education or training, including eligibility, necessary documentation, procedures for making a request, and the appeals process.
	Articulate interpreting needs, including describing how to work effectively with an interpreter for school and communication activities, stating when services are needed/not needed, and describing the preferred mode of communication.
	Articulate the need of specialized or a preferred mode of communication with peers, adults, community members, and employers.
	Select and use assistive technology—low tech, high tech, closed captioning, alerting systems—that is personally appropriate.
	Locate and respond appropriately to alerting devices, such as fire or smoke alarm, doorbell, phone, and monitors in the home and school.
	Participate effectively in the own individual educational plan (IEP), including assessment data, strengths, weaknesses, annual goals, objectives, special education and related services, accommodations, course of study, transition services, and postsecondary goals.
	Explain support services available in the school, home, and community, such as Florida Relay Service, interpreters, and travel assistance.
	Request support services of instruction, including transcripts or closed captions for film/videos, when needed. Develop an emergency contingency plan to gather information regarding man-made or natural disasters or person emergencies.
	Identify agencies that provide postsecondary transition services, such as Vocational Rehabilitation, and Postsecondary Education Programs Network (PEPNet).
	Participate effectively in the development of own Summary of Performance, maintaining a portfolio of materials and resources to prepare for and succeed in postsecondary setting.

Suwannee County School District Family History Questionnaire

This family history questionnaire helps to identify those children who are at risk for Usher syndrome. Please complete this questionnaire about your child, and return it to your child's teacher as soon as possible.

Child's Name:	Date of Birth:	Today's Date:
Address:		
Phone Number:		
Name of person filling out this form:	Relationship to child:	

Questions About Your Child

Hearing

How old was your child when he/she became deaf?	Age:
How did he/she lose hearing?	Explain:
Has he/she ever worn hearing aids?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, did the hearing aids help? <input type="checkbox"/> Yes <input type="checkbox"/> No
Was your child's hearing ever better than it is right now?	Explain:

Vision

Does your child wear glasses?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, how old was your child when he/she received glasses for the first time? Age:
Does your child have difficulties seeing objects far away (nearsighted)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does your child have difficulties seeing objects close up (farsighted)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has your child ever had eye drops put in their eyes to dilate them? If yes, were there any problems with the drops?	Explain:
Does your child have difficulties seeing at night or in the dark?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Is he/she afraid of the dark or of shadows?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does he/she have difficulties seeing the stars at night?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does he/she complain that light bothers his/her eyes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does he/she need to wear sunglasses in bright sunlight?	<input type="checkbox"/> Yes <input type="checkbox"/> No
When going from bright light to dim light, or vice versa, does he/she ever stop suddenly and look around?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does he/she ever confuse colors?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, is the problem with: <input type="checkbox"/> dark colors <input type="checkbox"/> red and green <input type="checkbox"/> yellow and blue

Balance

At what age did he/she learn to walk?	Age:
Did he/she have any difficulties crawling or have an abnormal crawl?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe how your child moved about.
Did he/she walk with feet apart longer than most children?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, until what age?
When learning to walk, most children sit down hard on their seats and catch themselves with their hand if they start to fall. Did your child do anything differently?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe what happened:
Did your child wear out lots of shoes or trip because he/she "shuffled" feet instead of picking up feet?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you think your child is clumsier than other children the same age?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please describe:

When your child was 3–5 years old and you were going from the car to the house at night, did he/she: <input type="checkbox"/> Stand or wait until someone came to take his/her hand? OR <input type="checkbox"/> Walk to the house by him/herself?	
Does he/she have problems now when walking on bumpy ground?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does he/she often bump into objects like tables and chairs?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does he/she knock things over at mealtime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
When he/she walks on a curb or four-inch-wide board, does he/she fall off?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does he/she know how to ride a two-wheeled bicycle?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, at what age did he/she learn to ride? How long did he/she need training wheels?
Does he/she know how to swim?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does he/she have problems seeing stripes on the bottom of the pool?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Other Health History

Did the mother have problems during pregnancy?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain:
Were there problems during delivery?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain:
Newborn: birth weight: _____ birth length: _____ head size: _____	
Was your child born prematurely (too early)?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, how many weeks early?

Did the baby have any problems like: <input type="checkbox"/> yellow jaundice <input type="checkbox"/> meningitis <input type="checkbox"/> breathing difficulties <input type="checkbox"/> other: _____	
How long did the baby stay in the hospital after birth?	Number of days:
Has your child ever been in the hospital?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, date/age: Describe illness or injury:
Does soap, lotion, medicine, etc. make your child's skin red or swollen? If yes, please describe:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has your child ever been treated for seizures?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has your child ever been treated for fainting spells?	<input type="checkbox"/> Yes <input type="checkbox"/> No
List any medication he/she takes regularly:	
Does your child have any of the following? <input type="checkbox"/> white patch of hair <input type="checkbox"/> white patches of skin <input type="checkbox"/> goiter or lump on neck <input type="checkbox"/> cleft lip/cleft palate	

Questions about your Family

This question area is about your child's blood relatives, not relatives by marriage or adoption. The word "relation" in the tables below means how the person is related to your child, not to you. When you answer the questions, please consider both the mother's and father's sides of the family; including the child's brothers, sisters, aunts, uncles, grandparents, great-grandparents, and cousins. Please print clearly.

Ethnic background (optional; check all that apply):

European, which country? _____
Hispanic, which country? _____
Asian, which country? _____
Native American
African American
Pacific Islander
Other, which country? _____

Does anyone in the family wear thick glasses, have problems seeing at night, or have any other eye problems?

Relation:	Eye Problems:	Age when the problem started:

Does anyone in the family have a hearing problem (deaf, hard-of-hearing, sudden hearing loss, slow/low of hearing)?

Relation:	Hearing Loss:	Age when the problem started:

Does anyone in the family have neurological problems, like seizures, dizziness, fainting spells, cerebral palsy, brain damage, or any other problems with the brain, spinal cord, or nerves?

Relation:	Type of Neurological Problems:	Age when the problem started:

Who in the family does your child look like?

Has your child ever seen a geneticist (a doctor who knows about inheritance or how problems are passed down through families)? ☐ Yes ☐ No

If yes, who was the geneticist and where (please include address if you have that information):

Is there anything else we should know about your child?

Suwannee County School District

Hearing Itinerant Service Rubric

Student: _____ School: _____ Grade: _____ Date: _____

5

4

3

2

1

1. FOLLOWING CLASSROOM ROUTINES:

Student appears unaware of classroom routines.

Student follows classroom routines with adult assistance.

Student follows classroom routines with prompting.

Student follows classroom routines by observing others.

Student follows classroom routines independently.

2. COMPREHENSION OF CLASSROOM INSTRUCTIONS:

Student does not comprehend instruction.

Student appears to understand information that is familiar and highly structured.

Student appears to understand information presented in a familiar context and fairly structured.

Student appears to understand most information presented.

Student appears to understand all information presented.

3. PARTICIPATION IN WHOLE-CLASS LESSONS:

Student is disengaged.

Student does not respond when called on.

Student will answer when called on but response is off-topic.

Student will answer when called on and response is on-topic.

Student volunteers and enriches the discussion.

4. PARTICIPATION IN SMALL GROUP DISCUSSION/COOPERATIVE LEARNING:

Student is disengaged.

Student is attentive initially but does not participate.

Student is attentive but participation is not productive.

Student is attentive and comments appropriately some of the time.

Student participates consistently and constructively.

5. ACADEMIC PERFORMANCE IN READING, WRITING AND MATH:

Student is more than 3 years below grade level in Reading.

Student is 3 years below grade level in Reading.

Student is 2 years below grade level in Reading.

Student is Within 1 year of grade level in Reading.

Student is at or above grade level in Reading.

Student is more than 3 years below grade level in Writing.

Student is 3 years below grade level in Writing.

Student is 2 years below grade level in Writing.

Student is Within 1 year of grade level in Writing.

Student is at or above grade level in Writing.

Student is more than 3 years below grade level in Math.

Student is 3 years below grade level in Math.

Student is 2 years below grade level in Math.

Student is Within 1 year of grade level in Math.

Student is at or above grade level in Math.

Suwannee County School District

Hearing Itinerant Service Rubric				
5	4	3	2	1
6. LANGUAGE SKILLS:				
Student's Receptive Language is more than 3 years below age level.	Student's Receptive Language is 3 years below age level.	Student's Receptive Language is 2 years below age level.	Student's Receptive Language is within 1 year of age level.	Student's Receptive Language is at or above age level.
Student's Expressive Language is more than 3 years below age level.	Student's Expressive Language is 3 years below age level.	Student's Expressive Language is 2 years below age level.	Student's Expressive Language is within 1 year of age level.	Student's Expressive Language is at or above age level.
7. SELF-ADVOCACY SKILLS:				
Student is unaware of hearing-related needs.	Student can name hearing-related needs but does not inform teachers.	Student will answer questions about hearing-related needs but does not volunteer information.	Student will inform teachers of hearing-related needs when prompted.	Student will independently inform teachers of hearing-related needs.
Student does not know the most advantageous place to sit	Student can identify the best place to sit but does not choose to sit there.	Student usually knows the best place to sit but does not always choose to sit there.	Student consistently knows the best place to sit but does not always choose to sit there.	Student consistently chooses the best place to sit.
Student does not visually attend to the speaker.	Student visually attends to the speaker less than 25% of the time.	Student visually attends to the speaker 50% of the time.	Student visually attends to the speaker 75% of the time.	Student visually attends to the speaker 100% of the time.
Student does not know when information is misunderstood.	Student sometimes knows when information is misunderstood but does not ask for help.	Student usually knows when information is misunderstood and asks other students for help.	Student consistently knows when information is misunderstood and asks teacher for general help or repetition.	Student consistently knows when information is misunderstood and asks teacher for specific help or repetition.

Suwannee County School District

Hearing Itinerant Service Rubric

5	4	3	2	1
8. AUDITORY SKILLS:				
Student does not demonstrate auditory skills at varying distances in a quiet classroom.	Student demonstrates auditory skills at varying distances in a quiet classroom.	Student demonstrates auditory skills at varying distances in a classroom with a normal noise level.	Student demonstrates auditory skills at varying distances in a noisy classroom.	Student demonstrates auditory skills in the presence of a verbal distraction.
Student does not follow auditory directions.	Student follows auditory directions with repetition/ adult assistance.	Student follows auditory directions with prompting.	Student follows auditory directions by observing others.	Student follows auditory directions independently.
9. HEARING LOSS:				
Profound Bilateral	Severe Bilateral	Moderate Bilateral	Mild Bilateral	Unilateral or Fluctuating
10. GRADE:				
Pre-K - 1st	2nd - 3rd	4th-6th	7th - 8th	9th - 12th

TOTAL: _____

_____ 17 - 21 = No Services _____ 22 - 36 = Consult _____ 37 - 52 = Direct once weekly

_____ 53 - 68 = Direct twice weekly _____ 69 - 75 = Direct twice+ weekly _____ 76 - 85 = Self - Contained

AMPLIFICATION: _____ Cochlear Implant _____ Hearing Aid(s) _____ FM Unit _____ Soundfield

OTHER CONSIDERATIONS: _____

PLACEMENT DETERMINATION: _____

**Suwannee County School District
Parent Notification of Usher Syndrome Screening**

Date: _____

Dear Parent/Guardian:

Your child will be screened this year for Usher syndrome. This screening is simple and quick to administer. It consists of a preliminary Family History Questionnaire to identify those students who are at risk, followed by screenings for dark adaptation, balance, and visual field discrepancies. You may opt out of this screening by sending a letter to your child's teacher prior to the scheduled screenings, in accordance with subsection (6)(e) of s. 381.0056, F.S.

Usher syndrome is a genetic disorder involving the loss of both hearing and vision. The hearing loss is congenital (i.e., occurs at birth or shortly thereafter) with a loss of vision due to retinitis pigmentosa (RP) beginning later in life. It is estimated that 3–6 percent of people with a congenital hearing loss will have Usher syndrome. By screening students who are deaf and hard-of-hearing for a vision loss, Usher syndrome can be diagnosed at the earliest possible time.

Attached is a Family History Questionnaire. Please complete this questionnaire as directed, and return it to your child's teacher as soon as possible. If the information you provide about your child's hearing and vision does not indicate your child is at risk, no further screening will be administered. Your child will also complete a questionnaire. If your child does not pass the screenings, you will be notified.

Please note that this Usher Syndrome Screening can only be considered as a preliminary and basic screening, and does not replace regular eye exams administered by an eye care specialist.

Thank you for your attention to this important issue. If you have any further questions, please contact me at _____, or you may contact your child's teacher or the school nurse.

Sincerely,

**Suwannee County School District
Usher Screening Results Documentation**

Date: _____

Dear Parent/Guardian:

Your child was administered a preliminary screening for Usher syndrome. The results are as follows:

Family Questionnaire	_____ High Risk	_____ Low Risk
Student Questionnaire	_____ High Risk	_____ Low Risk
Visual Motor/Behavior Questionnaire	_____ High Risk	_____ Low Risk
Visual Field Screening	_____ Fail	_____ Pass
Balance Screening	_____ Fail	_____ Pass
Cone Adaptation Screening	_____ Fail	_____ Pass

This is a screening, not a test, but the results indicate that your child has high risk factors for this syndrome. It is recommended that you take your child to an ophthalmologist who will provide a more accurate and thorough examination.

Thank you for your attention to this important issue. If you have further questions, please contact me at _____.

Sincerely,

Suwannee County School District Usher Student Questionnaire

This is to be completed for students from the age of eight or the beginning of the third grade through high school. Please take a minute to complete this questionnaire with your student or with the student and his or her interpreter.

Student's Name:	Date of Birth:
Completed by:	Today's Date:

Students with Usher syndrome may notice subtle changes associated with a gradual vision loss. Please ask the student to answer the following questions:

1. When you walk inside a dark movie theater or room, how long does it take for your eyes to adjust?
 - a. ☐ A couple of seconds
 - b. ☐ One minute
 - c. ☐ Longer than a minute
2. When you come inside from a bright sunny day, is it hard to see people or obstacles?
 - a. ☐ Yes, usually
 - b. ☐ Maybe sometimes
 - c. ☐ No, not usually
3. Do you trip over obstacles?
 - a. ☐ Yes, usually
 - b. ☐ Maybe sometimes
 - c. ☐ No, not usually
4. Does sunlight hurt your eyes?
 - a. ☐ Yes, usually
 - b. ☐ Maybe sometimes
 - c. ☐ No, not usually
5. Do you often spill liquids when pouring them into a cup or glass?
 - a. ☐ Yes, usually
 - b. ☐ Maybe sometimes
 - c. ☐ No, not usually
6. Can you see the stars in the sky at night?
 - a. ☐ Yes, usually
 - b. ☐ Maybe sometimes
 - c. ☐ No, not usually

7. If someone waves to you from the side, do you see them when you are not looking at them?
- a. ☐ Yes, usually
 - b. ☐ Maybe sometimes
 - c. ☐ No, not usually
8. Is it hard to find small objects when you drop them on the floor?
- a. ☐ Yes, usually
 - b. ☐ Maybe sometimes
 - c. ☐ No, not usually
9. Do you bump into people or objects within your path?
- a. ☐ Yes, usually
 - b. ☐ Maybe sometimes
 - c. ☐ No, not usually
10. Do you have trouble riding a bicycle?
- a. ☐ Yes, usually
 - b. ☐ Maybe sometimes
 - c. ☐ No, not usually
11. Do you sometimes knock over a glass of water or other objects on a table at mealtime?
- a. ☐ Yes, usually
 - b. ☐ Maybe sometimes
 - c. ☐ No, not usually

Suwannee County School District Usher Syndrome Screening Summary

Student's Name:	Date of Birth:
School District:	School Name:
Completed by:	Today's Date:

Forms Completed

Family History Questionnaire

☐ Yes ☐ No

Student Questionnaire

☐ Yes ☐ No

Visual and Motor Behavior Questionnaire

☐ Yes ☐ No

Why Not?

Behaviors

Night-blindness

☐ Yes ☐ No

Visual Fields

☐ Yes ☐ No

Glare

☐ Yes ☐ No

Contrast

☐ Yes ☐ No

Acuity

☐ Yes ☐ No

Balance

☐ Yes ☐ No

Other

☐ Yes ☐ No

Tests Completed

Cone Adaptation

☐ Yes ☐ No

Field Screening

☐ Yes ☐ No

Balance Screening

☐ Yes ☐ No

Appears Normal

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

Letters Completed

Referral Letter

☐ Yes ☐ No

Follow Up Letter

☐ Yes ☐ No

Comments:

**Suwannee County School District
Visual Field Test**

Student's Name:	Date of Birth:
Completed by:	Today's Date:

Procedure

Conduct either the Wiggling Fingers Test or the Two Fingers Test.

Wiggling Fingers Test

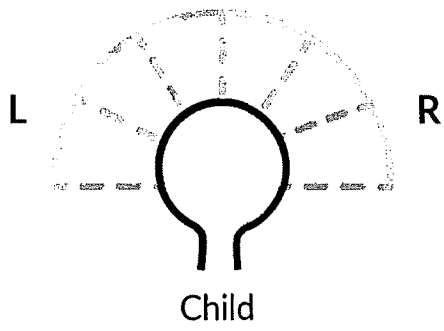
This test should be conducted with both of the student's eyes open. You and the student should be seated facing each other at approximately one arm's length. Tell the student to look at your nose and tell you when he or she sees your fingers. Extend both of your arms to the side of your body. Bend both of your wrists and begin wiggling your fingers while moving your arms closer to the student. Document at which point the student first sees your wiggling fingers. Continue bringing your hands in closer toward your body to detect ring scotomas. Conduct the test for both horizontal and vertical planes.

OR

Two Fingers Test

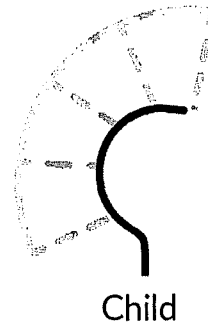
This test should be conducted with both of the student's eyes open. You and the student should be seated facing each other at approximately one arm's length. Tell the student to look at your nose. Hold one or two fingers to the side of your own visual field. Ask the student whether one or two fingers are present. Document the point at which the student can see the fingers. Continue bringing your hands in closer toward your body to detect ring scotomas. Conduct this test for both horizontal and vertical planes. Color in the areas the student was able to see. Use a dark color, not a highlighter. Any section of the semicircle not colored in means that the student failed the screening.

Horizontal



_____ both eyes

Vertical



_____ both eyes

Suwannee County School District Visual and Motor Behavior Questionnaire

As a parent, you are in a unique position to detect symptoms of learning-related vision problems in your child. These problems are not detectable by an eye chart test and can be overlooked during a quick screening. Please take a few minutes to help identify whether your child may require referral to an optometrist, ophthalmologist, or vision specialist. It should take less than three minutes to complete.

Child's Name:	Date of Birth:
Completed by:	Today's Date:

Please check the box in front of the statements that best describe the following behaviors you have observed from your child. If a particular behavior does not apply, leave it blank.

Night Blindness

- ☐ Can't see when coming in from bright sunlight
- ☐ Trips over things when light changes or light is dim
- ☐ Stays near light in a darkened room or at night
- ☐ Positions self so light falls on the face of a person who is speaking
- ☐ May express a desire to enter a room before it is darkened (i.e., the movie theater)
- ☐ Avoids conversations in a darkened area
- ☐ May appear to stagger or lose balance after an oncoming car has passed at night
- ☐ Has problems reading under some lights or in dimly lit areas

Visual Fields

- ☐ Stumbles on stairs and curbs
- ☐ Bumps into people, tables, chairs, or other objects
- ☐ May bump or tip over objects placed to the side at mealtimes
- ☐ Startles easily
- ☐ Seems to hold objects in unusual position when looking at them
- ☐ Turns head while reading across a page
- ☐ Uses fingers to mark place while reading
- ☐ Unable to locate small objects that have been dropped
- ☐ Fails to glance at another person's hand waving from the side
- ☐ Is quiet or may edge to one side when in a large group
- ☐ Frequently misses or fails to understand group instructions

Glare

- ☐ Squints and shades eyes in bright or fluorescent lighting
- ☐ Likes to wear sunglasses even in a building but especially in bright sunlight
- ☐ May appear awkward when exiting a building (when faced with bright lights)

Contrast

- ☐ Has difficulties reading light photocopies or worksheets
- ☐ Unable to see stars at night
- ☐ Often spills when pouring a liquid
- ☐ Eyes become watery and red when reading

Acuity

- ☐ Holds book close to eyes or bends head in awkward manner to read
- ☐ Sits near blackboard

Balance

- ☐ Late learning to walk (past 15 months)
- ☐ Is considered clumsy
- ☐ Loses balance easily, especially in the dark
- ☐ Unable to ride bicycle or needed extra time to learn

Other

- ☐ Is frequently last in completing group activities
 - ☐ Exhibits anxiety in new areas
 - ☐ Often last to enter a room
 - ☐ May have repetitive behavior or routines
 - ☐ May fail to participate fully in a group associated with a new situation, especially in the dark
 - ☐ Avoids walking or running in unfamiliar areas, especially in bright sunlit areas or dark areas
 - ☐ Constantly appears to be visually scanning a group
 - ☐ Wears glasses or contact lenses
- If yes, ☐ for reading only ☐ for distance only ☐ all the time

MINORITY TEACHER RECRUITMENT PLAN 2018-2019

The Suwannee County School Board recognizes the need for greater diversity within the teaching force. This is important for several reasons, as research clearly indicates that all students benefit from educators of diverse backgrounds. Diversity promotes creativity, productivity and good citizenship. In addition, career development theory posits that students need to be able to see themselves in a career. If there are fewer role models for minority students to identify with, the shortage of minority teachers will likely get worse.

In an effort to increase the diversity of the District's instructional and administrative workforce, the Suwannee County School Board has developed the following action plan for minority recruitment.

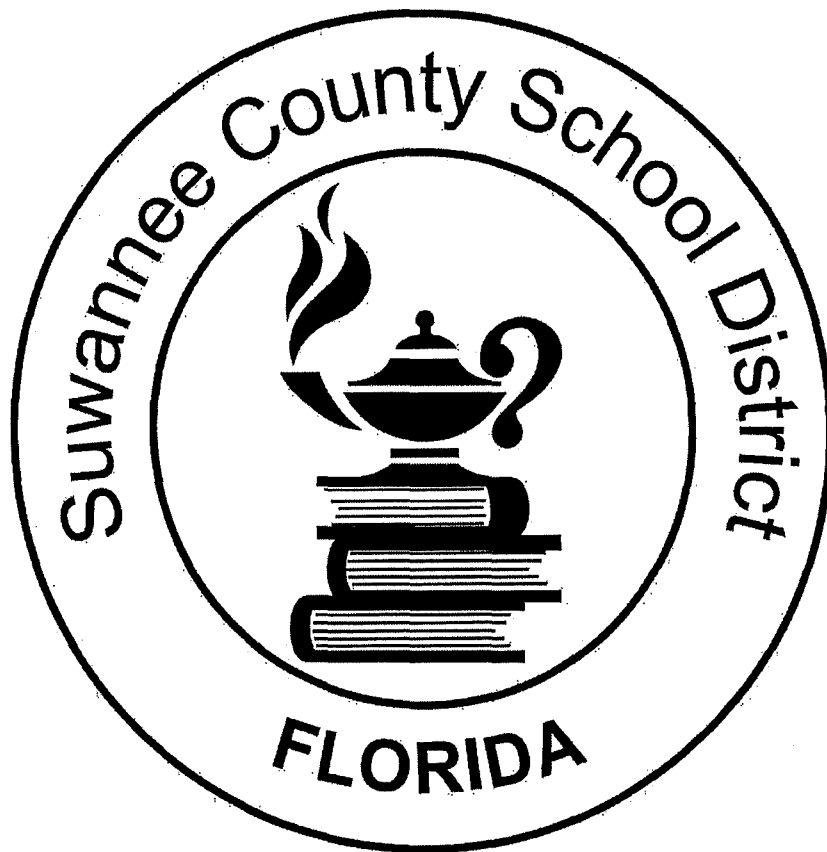
ACTIONS

1. The District will continue its recruitment program for the purpose of increasing the number of qualified minority applicants for instructional and administrative positions. Specifically,
 - a. The District will continue to expand the geographical area of recruitment by sending notices to colleges and universities, including Historically Black Colleges and Universities (HBCU's) in Florida, Georgia and Alabama, of available teacher and administrative vacancies.
 - b. The District will seek contacts from other community-based organizations, such as the NAACP and St. Luke's Episcopal Church, to help disseminate teacher and administrative vacancy notices.
 - c. The District will identify additional recruitment fairs and sites, both within the state and out-of-state, that are the best sources for minority teacher and administrative applicants.
 - d. The District will work with teacher education programs at college and universities and encourage preservice teacher field experiences and clinical experiences within our schools.
 - e. The District will collaborate and network with organizations such as the local NAACP, United Teachers of Suwannee County, Suwannee and Lafayette Retired Educators, area churches and other appropriate local organizations to assist in identifying free or low-cost housing for student teachers interning in the district.
2. The District will continue to provide training and professional development opportunities that promote diversity and multicultural competence. Specifically,
 - a. The District will provide training for the superintendent, school board members, principals, and other individuals who have any role in recruiting or hiring teachers or administrators. The training will cover the importance of workforce diversity, the possible disparate impact of the employment criteria utilized for any particular vacancy, and the appropriate use of selection factors and interview techniques in the recruitment process.

- b. The District will continue to provide training, such as Ruby Payne, which help reinforce multicultural understanding, competence and effective ESOL teaching strategies for teachers.
 - c. The District will continue the practice of providing first year teachers with mentors to increase retention.
 - d. The District will provide training and develop training materials for teachers of ESOL and ELL students.
3. The District will continue seeking opportunities to attract and hire teachers at recruiting fairs. Specifically,
- a. The District will send hiring authorities (principals) to career fairs to interview on site at these recruiting fairs.
 - b. The District will participate in virtual recruitment fairs.
 - c. The District will utilize conditional contracts when making pre-employment job offers.
 - d. District recruiters will continue to maintain a log of prospective candidates; and subsequently, follow up with them regarding the status of their application and any certification questions they may have.
4. The District will continue to find ways to promote teaching as a positive career choice. Specifically,
- a. Guidance counselors and teachers will encourage students to pursue education as a major. There are several scholarships and loan forgiveness programs that are available to students.
 - b. The District will continue to disseminate Florida Fund for Minority Teachers (FFMT) and other minority scholarship information to minority students interested in pursuing a career in teaching.
 - c. The District will continue to seek resources and personnel to implement Teaching Assistant as a career academy.
5. The District will continue seeking ways to continuously improve recruitment and retention efforts and to monitor progress. Specifically,
- a. The District will conduct a self-assessment to determine the overall success of its recruitment efforts. The self-assessment will include a comprehensive comparison of the racial and ethnic demographics of the District's current teacher and administrative staff to the racial and ethnic demographics of the relevant applicant pools and or qualified labor market.

- b. The Superintendent will provide an annual update to the Suwannee County School Board regarding employment demographics. The public will be invited to address the Board regarding this plan.
- c. This plan will be reviewed annually, and modified as needed.

**Suwannee County
School District
Employee Handbook
2018-2019**



A Publication of the Department of Human Resources

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TABLE OF CONTENTS

	<u>Page</u>
I. Acknowledgements	2
II. Welcome	5
III. Table of Contents	3-4
IV. GENERAL INFORMATION	6
Administrative Organization	7
Suwannee County Schools and Addresses	8
Mission and Vision Statement	9
Safety Program	9
Wellness Program	9
V. PERSONNEL APPLICATION AND EMPLOYMENT STATUS	10
Personal Data Change	11
Voluntary Transfers	11
Involuntary Transfers	11
Orientation	11
Oath of Loyalty	11
Immigration Law Compliance	12
Fingerprinting	12
Self-Reporting Rule	12
Code of Ethics	12
Professionalism	13
Outside Employment	13
Employee Relations	13
Grievance	13
Pupil Supervision	13-14
Social Media	14
Child Abuse	14
Clean Indoor Air Act	15
Possession of Weapons	15
Profane or Obscene Language	15
Alcohol & Drug-Free Workplace	15
Drug-Free Employee Assistance	16
Tobacco Use in District Facilities	16
Bloodborne Pathogens Exposure Plan	16
Discrimination	16
Reasonable Accommodations in Employment	16-17
Probationary Period	17
Experience Verification	17-18
Sexual Harassment	18

Bullying	18-19
Reporting of Misconduct	19-20
Florida Certification Requirements	21
Employment Categories	22
Performance Evaluation	23
Termination	23
Access to Personnel Files	23
Social Security Number Collection and Use	24
VI. EMPLOYEE BENEFITS	25
Benefits	25
Auto Mileage	25
Uniform and Uniform Maintenance	25-26
Retirement	26
Terminal Leave Pay	26
Insurance	26-27
COBRA	27
Workers' Compensation Insurance	27
Unemployment Compensation	28
Professional Development	28
VII. EMPLOYEE LEAVE	29
Leave Requests	29
Personal Leave	30
Leave of Absence	30
Absence Without Leave	30
Sick Leave	30
Sick Leave Bank	31
Employee Leave Sell Back Option	31
Use of Sick Leave by Family Members or Employees	31-32
Illness-in-the-Line-of-Duty Leave	32
Annual Leave/Vacation	32
Holidays	32
Professional Leave	33-34
Sabbatical Leave	33
Military Leave	34
Jury Duty and Witness Leave	34
Family Medical Leave	35
Temporary Duty	35
APPENDICES	36
Availability of Summary Health Information	37
Notification Regarding the Patient Protection and Affordable Care Act	38-41
General Notice of COBRA Continuation Coverage Rights	42-44

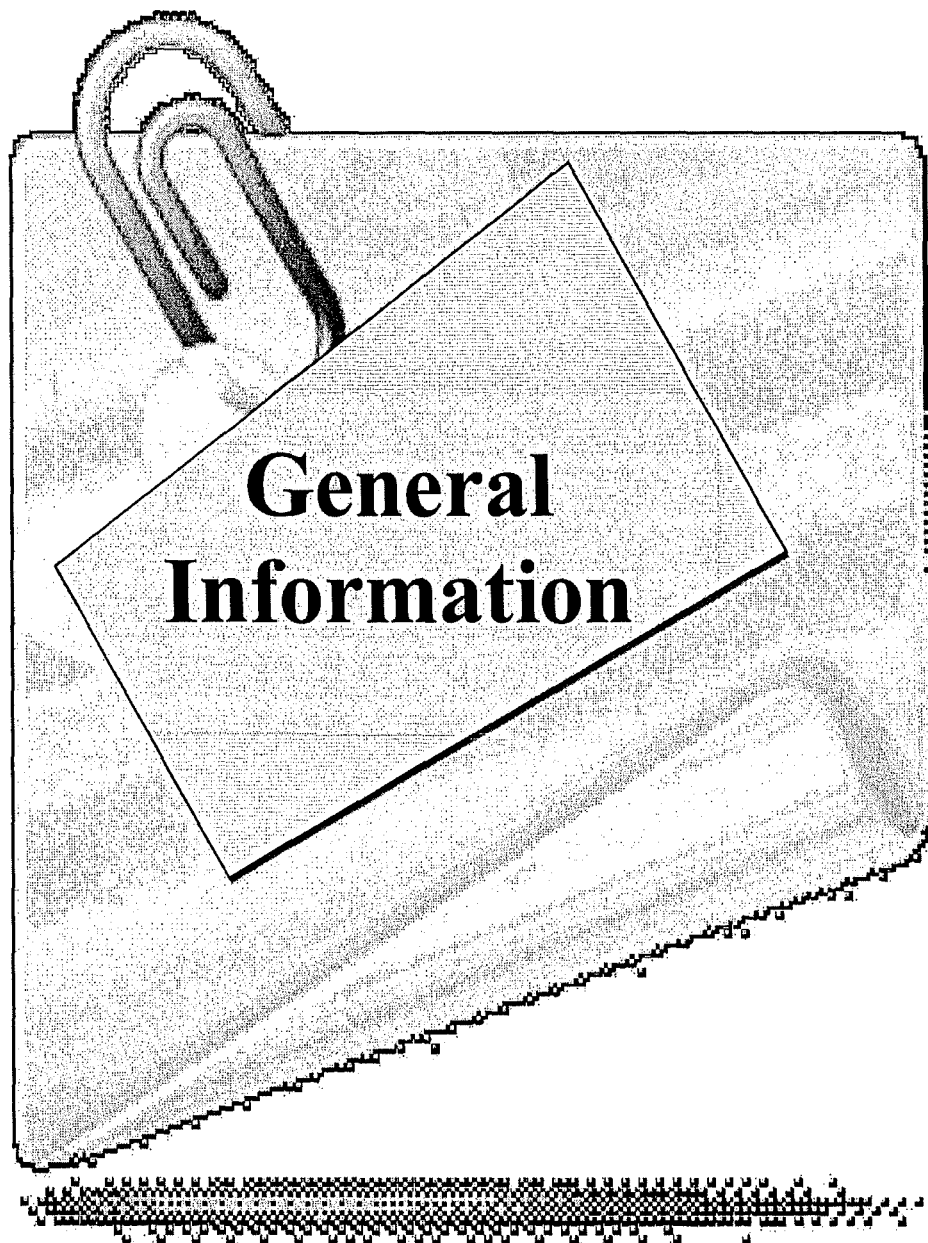


Welcome to Suwannee County School District

Each employee contributes directly to the successful educational program for the children of Suwannee County as well as the organization's growth and success. We hope that you will take pride in being a member of our team of educational professionals. Please remember that you represent the Suwannee County School District while in the community as well as at school.

This handbook describes some of the expectations of our employees and outlines the policies, programs, and benefits available to eligible employees. Employees are encouraged to familiarize themselves with the contents of this handbook, for it will answer many common questions concerning employment with the Suwannee County School District. However, the handbook cannot anticipate every situation or answer every question about employment. As a result, the employee should consult with his/her worksite supervisor or the Human Resources Department regarding any questions not answered in the handbook.

The information, policies, and benefits described here are subject to change. All such changes will be communicated through official notices, and revised information may supersede, modify, or eliminate existing policies. The employee handbook is not a contract of employment or a legal document. It is, however, the responsibility of the employee to read and comply with the procedures contained in this handbook and any revisions made to it. A copy of the handbook can be found on the web site.



ADMINISTRATIVE ORGANIZATION

Suwannee County School District

2018-2019

Superintendent

Ted L. Roush

(386) 647-4600

ted.roush@suwannee.k12.fl.us

School Board

District 1	Jerry Taylor
District 2	Catherine Cason
District 3	Tim Alcorn
District 4	Ed daSilva
District 5	Ronald White

BOARD MEETINGS take place the fourth Tuesday of each month at 6:00 p.m. in the Board Room at the District Office. The February and October board meetings are held in Branford on the fourth Tuesday at 6:00 p.m.

District Administrators

Bill Brothers

Assistant Superintendent of Administration

Janene Fitzpatrick

Assistant Superintendent of Instruction

Vickie Music DePratter

Chief Financial Officer

Walter Boatright

Director of Human Resources

Mark Carver

Director of Facilities

Lisa Dorris

Director of Food Service

Mary Keen

Director of Career, Technical, & Adult Education

Debra Land

Director of Student Services

Chris Landrum

Director of Transportation

Malcolm Hines

Director of School Safety & Other Administrative Services

Josh Williams

Director of Information Technology

Suwannee County School District

Suwannee County School District
1729 Walker Avenue, SW, Ste. 200
Live Oak, FL 32064
(386) 647-4600

<u>School</u>	<u>Phone / Fax</u>	<u>Principal</u>	<u>Center #</u>	<u>Grades</u>
Branford Elementary 26801 SR 247 Branford 32008	386/935-5700 FAX: 386/935-6311	Jennifer Barrs Stephenie Busch, AP	0089	PK-5
Branford High 405 NE Reynolds St. Branford 32008	386/935-5600 FAX: 386/935-3867	Terry Huddleston Carl Manna, AP Angela Wood, AP	0091	6-12
RIVEROAK Technical College 415 Pinewood Dr., SW Live Oak 32064	386/647-4200 FAX: 386/364-4698	Mary Keen	0012	Vocational / Adult
Suwannee Elementary 1748 S. Ohio / MLK Jr. Ave Live Oak 32064	386/647-4400 FAX: 386/330-1215	Amy Boggus Keri Bean, AP	0060	2-3
Suwannee High 1314 Pine Ave., SW Live Oak, FL 32064	386/647-4000 FAX: 386/330-1215	Ronnie Gray Angie Stuckey, AP Tammy Boggus, AP Gary Caldwell, AP	0043	9-12
Suwannee Intermediate 1419 Walker Ave., SW Live Oak 32064	386/647-4700 FAX: 386/364-2680	Jennifer Beach Joe Eakins, AP	0042	4-5
Suwannee Middle 1730 Walker Ave., SW Live Oak 32064	386/647-4500 FAX: 386/208-1474	Jimmy Wilkerson Laura Williams, AP	0051	6-8
Suwannee Primary 1625 Walker Ave., SW Live Oak 32064	386/647-4300 FAX: 386/364-2667	Marsha Tedder Lisa Garrison, AP	0011	PK-1
Suwannee Virtual School 415 Pinewood Dr., SW Live Oak, FL 32064	386/647-4243	Dee Dee McManaway	7023	K-12



Suwannee County School District

Mission Statement

Suwannee County School District will educate all students in a safe and supportive learning environment that will develop life-long learners and productive citizens.

Vision

Suwannee County School District will be a system of excellence ensuring all students are prepared for personal success.

Suwannee County School District Employee Workplace Safety Program

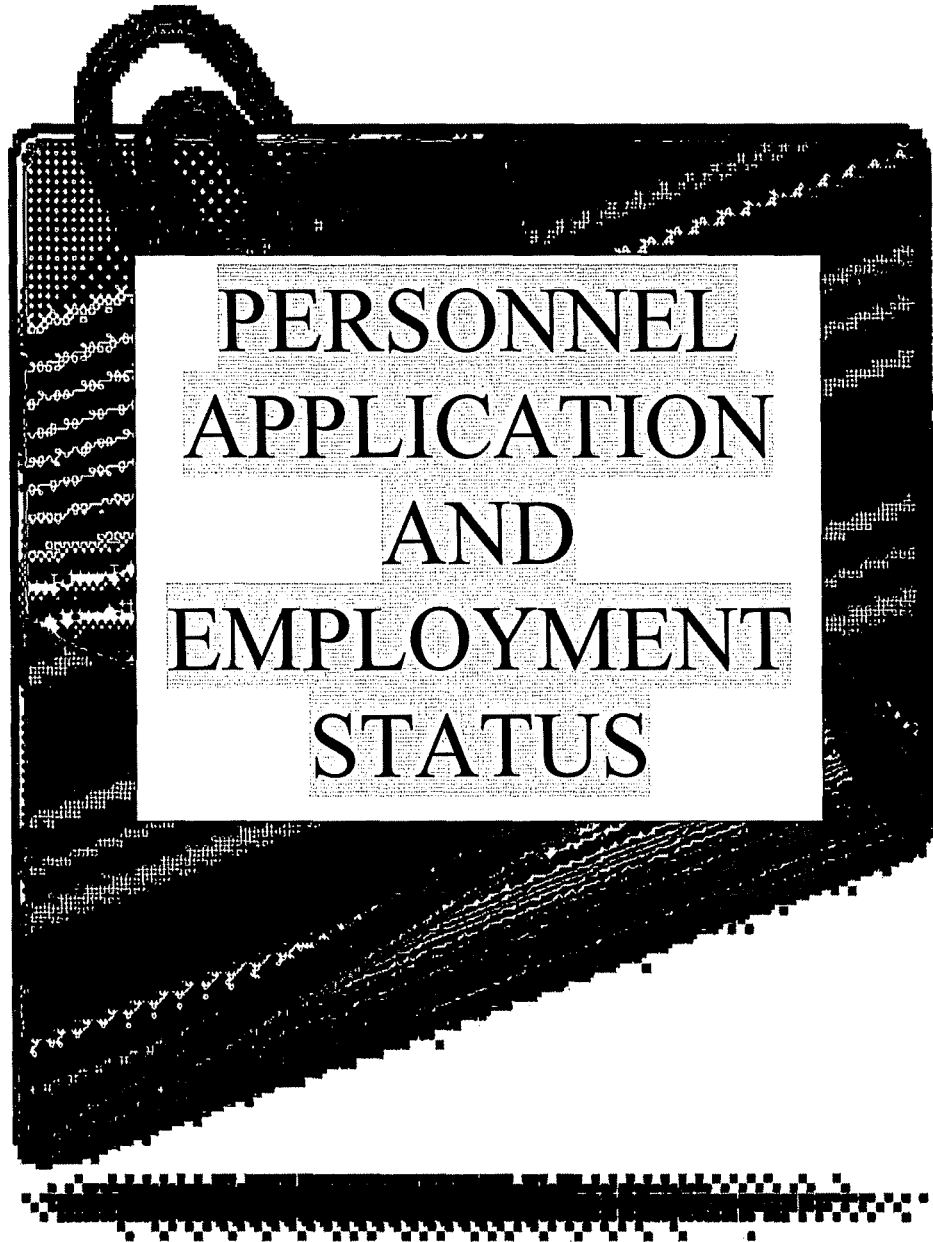
The Suwannee County School Board is committed to providing employees with a safe and healthful workplace. It is the policy of the Suwannee County School District that employees report unsafe conditions and do not perform work tasks if the work is considered unsafe. Employees must report all accidents, injuries, and unsafe conditions to their supervisors. No such report will result in retaliation, penalty or other disincentive.

Workplace safety and health orientation begins prior to the first day of initial employment or job transfer. Each employee has access to a copy of the safety manual through the website.

Supervisors will ask questions of employees and answer employees' questions to ensure knowledge and understanding of safety rules, policies and job-specific procedures described in our workplace safety program manual. All employees will be instructed by their supervisors that compliance with the safety rules described in the workplace safety manual is required.

Suwannee County School District Employee Wellness Program

The Suwannee County School District Wellness Committee is committed to promoting healthier lifestyles for our employees. Please visit the Wellness website for information on wellness events, fitness partners and incentives for living healthier. In addition, the Suwannee County School District has teamed up with Humana Vitality to implement a wellness and rewards program for everyone – no matter your age or health status. It will put you on the path to healthier living whether you're a fitness buff, just working on losing a few pounds, or training for your first 5K race. It will also help you quit smoking, lower your blood pressure, and eat healthier. For more information, refer to the Employee Benefits Guide on the District website, under Staff Resources.



PERSONAL DATA CHANGE

All employees are expected to use their legal names in dealing with the Board and other professional agencies. Employees' mailing addresses, telephone numbers, number and names of dependents, name changes due to marriage or divorce, individual to be contacted in the event of an emergency, educational accomplishments, and other such information should be accurate and current at all times. It is the responsibility of each employee to promptly notify the worksite secretary of any changes in status. The secretary will prepare a written personnel status form indicating the changes or will direct the employee to the appropriate resource. When changes in personal data occur, new forms (such as W-4 forms, retirement forms, insurance, a copy of the new social security card, and driver license) are required.

VOLUNTARY TRANSFERS

When an employee is voluntarily transferred to another school site or location in the district, the employee initiates the process. The releasing supervisor or principal signs the transfer form to acknowledge approval of the transfer. The receiving principal or administrator signs the transfer form accepting the employee. The accepting principal or administrator then completes an employee status form and sends all paperwork to the Human Resources Department. The Superintendent and Suwannee County School Board must approve the transfer.

INVOLUNTARY TRANSFERS

Involuntary transfers, between schools may be made to provide a more adequate instructional program. Such involuntary transfers shall be limited to no more than two (2) transfers that involve a change to a different grade or broad subject area within a five (5) year period. Changing back to an area or grade taught during the last five (5) years would not be considered a different grade or broad subject area. Written notice of such transfers will be given to the teachers concerned as soon as possible. When a reduction in the number of teachers in a school is necessary, all volunteers shall be given first consideration for transfer. The Superintendent and Suwannee County School Board must approve the involuntary transfer.

ORIENTATION

All new employees are expected to attend an orientation workshop, which is usually scheduled prior to preplanning. When a substitute employee is hired in a regular full-time position, this person becomes eligible for benefits and is invited to attend orientation. Mid-year appointees should complete the online training modules required for their position and attend the next scheduled orientation program, if they continue employment. Each principal/site supervisor shall conduct appropriate orientation activities for any employee hired after the first day of pre-planning.

OATH OF LOYALTY

Florida law requires that all employees sign an Oath of Loyalty. This form is a part of your employment-processing package and should be completed along with your other personnel papers at the time of employment.

IMMIGRATION LAW COMPLIANCE

Suwannee County School District complies with the Immigration Reform and Control Act of 1986 and is committed to employing only United States Citizens and aliens who are authorized to work in the United States. As a condition of employment, each new employee must properly complete, sign, and date the first section of the Immigration and Naturalization Service Form I-9. Before commencing work, newly rehired employees must also complete the form if they have not previously filed an I-9 with the Personnel Department, if their previous I-9 is not more than three (3) years old.

FINGERPRINTING

Florida law requires that all school board employees and substitutes be fingerprinted. It is the responsibility of the applicant to pay the processing fee that is established by the Florida Department of Law Enforcement (FDLE). Fingerprints are taken in the personnel office and sent to FDLE and the Federal Bureau of Investigation (FBI) for processing.

If the fingerprint report for an instructional/administrative employee filing for initial certification indicates a criminal history or if the applicant acknowledges a criminal history, the applicant's records shall be referred to the Bureau of Educator Standards for review and determination of eligibility for certification. If the applicant fails to provide the necessary documentation requested by the Bureau of Educator Standards within 90 days after the date of receipt of the certified mail request, the statement of eligibility and pending application shall become invalid.

Effective July 1, 2004, school districts are required to conduct national criminal history checks every five years on their current employees. The District shall assume the expense for this requirement.

SELF-REPORTING RULE

All employees are required to comply with the "Self-Reporting Rule" for arrests and convictions. The "Rule" requires employees to self-report to the Director of Human Resources within 48 hours any arrests/charges involving the abuse of a child or the sale and/or possession of a controlled substance. In addition, the employee is required to report any conviction, finding of guilt, withholding of adjudication commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere **for any criminal offense** other than a minor traffic violation within 48 hours after the final judgment. Bus drivers are required to report a DUI or alcohol related arrest by the next shift.

CODE OF ETHICS

The code of ethics governs professionalism through integrity and consists of those principles of professional conduct that govern the education profession in Florida. The State Board of Education approved the principles of professional conduct on July 21, 1992 (Rule 6B-1.006, FAC). Violation of any of the principles of professional conduct shall subject the individual to sanctions against the certificate, which may include revocation or suspension of the individual educator's certificate, or the other penalties as provided by law. All employees are encouraged to read, understand and become familiar with these principles (Rule 6B-1.00, FAC). Certified employees may become ineligible for employment should they commit any of the felonies or misdemeanors listed in FS. 1012.315 (*Note – current employees who have committed one of these felonies in the past will also be disqualified from employment.)

PROFESSIONALISM

Each employee (bus driver, food service or maintenance worker, classroom aide or teacher, administrator and all other classifications of employees) is expected to demonstrate professional and appropriate behavior. Each employee is expected to abide by school and Suwannee County School District rules, and state and federal laws. Because employees of a school system serve as role models for students, employees are held to the highest standard of conduct (Adams vs. Turlington). In a school district such as ours, the community holds school personnel as examples for children.

OUTSIDE EMPLOYMENT

Outside employment or "moonlighting" on the part of an employee shall not violate the moral standards of the community, or the Code of Ethics of the Education Profession in Florida. Under no conditions shall outside employment conflict with the employee's performance of his/her professional duties or with the extracurricular activities related to his/her position.

Suwannee County School District employees shall not conduct a private enterprise on school time. District equipment or supplies, including technology, computers, and other equipment such as copiers, facsimile machines and cell phones, may not be used for a private business or personal gain of the employee, or for the benefit of private, "for profit", or "not for profit" organizations, unless expressly authorized by the Superintendent or the Superintendent's designee.

EMPLOYEE RELATIONS

The employer believes that the work conditions, wages, and benefits that are offered to its employees are competitive with those offered by other school districts in this region. If employees have concerns about work conditions or compensation, they are encouraged to voice these concerns openly and directly to their immediate supervisors.

If employees prefer to exercise the right to be represented by a collective bargaining agent, the school board will respect that choice.

GRIEVANCE

If an employee has a complaint, which he/she believes may become the basis for a grievance, the employee shall discuss the complaint, in an informal manner with his/her immediate supervisor. If the problem is not resolved, the employee may file a formal grievance. Procedures for filling a grievance are contained in the collective bargaining agreement and SCSB Policy 6.50.

The purpose of the grievance procedure is to resolve at the lowest possible level and in the most expedient and impartial manner, any dispute between members of the bargaining unit and management, concerning the terms of the contract. Employees are encouraged to read the collective bargaining agreement and may refer to the grievance procedure/form in the contract should it become necessary.

PUPIL SUPERVISION

Proper supervision of a pupil shall be provided while the student is under the immediate control of the school. Supervision shall be maintained on the school grounds, in classrooms, on the bus, in pupil occupied areas of buildings, on field trips, during any extracurricular activity, at school-sponsored functions, and at any other school related sponsored activity.

Any employee who has responsibility for the supervision of pupils in the performance of their normal duties, or who is assigned duty requiring the supervision of pupils needs to be diligent in supervising each child. Obviously we want each child to be safe. An employee who fails to provide such student supervision by failing to report for duty or by leaving his/her post of duty without being properly relieved of such duty shall be deemed guilty of neglect of duty. Any person charged with such neglect of duty shall be subjected to disciplinary action up to and including termination.

SOCIAL MEDIA

All employees are expected to serve as positive ambassadors for our schools and to remember they are role models to students in this community. Because readers of social media networks may view the employee as a representative of the schools and the District, it is in the employee's best interest to observe the following rules when referring to the District, its schools, students, programs, activities, employees, volunteers and communities on any social media networks:

It is in the employee's best interest when using any social media network or electronic communication (including texting) and postings, displays, or communications on any social media network, to comply with all state and federal laws and any applicable District policies. Following Florida Administrative Code 6B-1.001 and 6B-1.006, it is in the employee's best interest to be respectful and professional in all communications (by word, image, or other means).

Employees should not use their District e-mail address for communications on public social media networks that have not been approved by the District. Employees must make clear that any views expressed are the employee's alone and do not necessarily reflect the views of the District. Employees may not act as a spokesperson for the District or post comments as a representative of the District, except as authorized by the Superintendent or designee.

Employees may not disclose information on any social media network that is protected by law, confidential or proprietary to the District, its students, or employees or that is protected by data privacy laws.

Employees may not use or post District, school or departmental logos on any social media network without permission from the Superintendent or designee.

This policy will continually evolve as new technologies and social networking tools emerge. It is each employee's responsibility to be familiar with this policy. This policy is guided by the principle of personal responsibility and accountability, what you write is ultimately your responsibility. This policy is not intended to restrict participation but rather to provide both a caution and guidance for employees who choose to engage in online activities

CHILD ABUSE

Each school district employee is considered a "mandated reporter." All employees have an affirmative duty to report all cases of actual or **suspected** cases of child abuse or neglect, and shall have immunity from liability if such cases are reported in good faith. The failure of an employee to report suspected cases of child abuse shall subject the employee to disciplinary measures.

CLEAN INDOOR AIR ACT

Suwannee County School District supports the Clean Indoor Air Act, which prohibits the use of all tobacco products in classrooms; pupil occupied areas, the gymnasium or auditoriums of the Suwannee County School District by any person.

POSSESSION OF WEAPONS

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

PROFANE OR OBSCENE LANGUAGE

Under no conditions shall any School Board employee be permitted to use profane or obscene language in his/her relationship with students. Any employee who uses profane or obscene language while speaking to, communicating with, or in the presence of students shall be deemed guilty of misconduct.

ALCOHOL & DRUG-FREE WORKPLACE

No employee or student shall manufacture, distribute, dispense, possess, or use in or on the work place, or be under the influence of any alcoholic substance, any intoxicating or auditory, visual, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance, in the work place, as defined by Federal Law or Florida Statute Ch. 893, or any counterfeit of such drugs or substances, all being collectively referred to as drugs.

Alcohol beverages in any form, drugs and controlled substances (except as defined by School Board policy 6.45 and 6.46) are barred from all school property, buildings, and functions sponsored by the public schools of Suwannee County.

The appropriate use of legally prescribed drugs and nonprescription medication is not prohibited. However, it is the employee's responsibility to inform the physician of the employee's job duties and to ask the prescribing physician to determine whether or not the prescribed drug may impair the employee's job performance. It is the employee's responsibility to remove himself/herself from service if unfit for duty. An employee in a safety sensitive position must obtain a written release from the prescribing physician if he/she has prescribed any substance that carries a warning label indicating that mental functioning, motor skills or judgment may be adversely affected. The release must state that the employee is able to perform safety sensitive functions.

"Workplace" is defined as the site for the performance of work done in connection with the duties of an employee of the School Board. That term includes any place where the work of the school district is performed, including a school building or other school premises; any school-owned vehicle or any other school-approved vehicle used to transport students to and from school or school activities, off-school property during any school-sponsored or school-approved activity, event or function, such as a field trip, workshop or athletic event.

Each job offer is contingent on a negative drug test. When reasonable suspicion exists, employees may be required to submit to a drug test. Refusal to test or positive results are grounds for termination. Random drug testing is required for transportation personnel.

DRUG-FREE EMPLOYEE ASSISTANCE

The District shall offer assistance and information on drug abuse in order to maintain an alcohol and a drug-free workplace. Employee assistance will be available through the Human Resources Department or referral to a program which will provide assistance.

TOBACCO USE IN DISTRICT FACILITIES

All uses of tobacco products in any form including, but not limited to, synthetic tobacco, use of electronic cigarettes or similar devices, and/or vaping in any form are prohibited in any District-owned facility or vehicle.

BLOODBORNE PATHOGENS EXPOSURE PLAN

Universal precautions will be observed by all employees to prevent contact with blood or other potentially infectious materials. Annual training will be provided to employees who are employed in an identified occupational exposure position. The Principal/Supervisor is responsible for monitoring this process and ensuring that universal precautions are observed. Employees who have been identified as working in occupations that expose them to blood or other potentially infectious materials will be offered the Hepatitis B vaccine at no cost to the employee. Vaccines will be given through an agreement with the Suwannee County Health Unit.

DISCRIMINATION

The Suwannee County School District does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the non-discrimination policies:

Walter Boatright, Director of Human Resources
Address: 1729 Walker Ave., SW, Ste. 700, Live Oak, FL 32064
Telephone.: (386) 647-4633

REASONABLE ACCOMMODATIONS IN EMPLOYMENT

In accordance with the Americans with Disability Act (ADA) of 1990, an employee may request reasonable accommodations when he/she meets the criteria of a disability as defined by ADA. ADA has a three-part definition of disability. Under ADA, an individual with a disability has:

- A physical or mental impairment that substantially limits one or more major life activity;
- A record of such an impairment; or
- Is regarded as having such impairment.

Employees desiring reasonable accommodations in employment may contact the Human Resources office.

Reasonable Accommodations shall be provided that will not impose undue hardship to the school or district. Reasonable accommodations can involve the following:

- a. Modifications or adjustments to a job application process that enable or qualify an applicant with a disability to be considered for the position such qualified applicant desires; or
- b. Modifications or adjustments to the work environment or to the manner or circumstances under which the position held or desired is customarily performed, that enable a qualified individual with a disability to perform the essential functions of that position; or
- c. Modifications/adjustments enabling employees with disabilities to enjoy equal benefits and privileges of employment as are enjoyed by other similarly situated employees without disabilities (i.e. making existing facilities readily accessible and usable by individuals with disabilities, job restructuring, etc.).

PROBATIONARY PERIOD

First year instructional employees are on a probationary contract for the first year. The probationary period is intended to give new employees the opportunity to demonstrate his/her ability to achieve a satisfactory level of performance and to determine whether the new position meets his/her expectations. Upon satisfactory completion of the probationary period, the person may be recommended as a regular employee.

During the initial 97 days of employment, either the non-instructional employee and/or the employer may end the employment relationship without a breach of contract and without cause.

During the probationary period, new employees are eligible for those benefits that are required by law, such as workers' compensation insurance and social security. They may also be eligible for other employer-provided benefits, subject to the terms and conditions of each benefit program. Employees should read the information for each specific benefit program for the details on eligibility requirements.

EXPERIENCE VERIFICATION

Each year of experience to be counted for salary purposes must meet the criteria prescribed by law. Experience credit may not exceed the limits established by the board or the terms of a negotiated agreement. All experience verification must be:

- a. Provided on Experience Verification Form or on business stationary by former employers or by a notarized affidavit(s),
- b. Specify the date(s) of employment, job title, and whether the position was full-time or part-time employment,
- c. The number of hours worked per week must be included for part-time employment,
- d. Self-employed experience (i.e. family business) must be verified by an individual knowledgeable of the applicant's service.

Certificated employees (i.e. teachers, administrators) who have worked in a **public school system** and have applicable experience will receive 100% experience credit for salary purposes.

No experience credit is approved for substitute or part-time teaching experience unless the service was rendered under contract in excess of one-half the days (99 days) or hours (785 hours) required for a year of service in a full-time position.

Instructional personnel will be paid according to their highest degree earned, in accordance with the master contract. However, for personnel hired after 2011 to qualify for an advanced degree payment, the advanced degree must be in an academic subject area that is on their teaching certificate.

During the year of initial employment, the HR office will process the experience verification paperwork and authorize the employee's salary. As experience verifications are received in the Human Resources Office, new salary authorizations are made retroactive to the employee's effective date of hire. Additional salary for experience that is documented after the first year of employment shall not be retroactive.

SEXUAL HARRASSMENT

The Suwannee County School District forbids sexual harassment in any form, whether by an administrator, teacher, any other adult, or any student on school property or at any school related activity. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors and other inappropriate oral, written or physical conduct of a sexual nature when:

- a. Such conduct is made either explicitly a term or condition of an individual's employment;
- b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals; or
- c. Such conduct has the purpose or effect of unreasonable interfering with an individual's work performance or creating an intimidating hostile or offensive working environment.

Persons who allege sexual harassment may report such actions to a principal, administrator or other responsible person within the school/work site where the action occurred. All complaints shall be reported to the Director of Human Resources and investigated as promptly as practicable. Filing a Complaint of sexual harassment will not reflect upon the individual's status, future employment, work assignments, future grades or extracurricular activities. A substantiated charge of sexual harassment shall subject the individual to disciplinary actions. Employees are encouraged to read the sexual harassment policy.

BULLYING

It is the policy of the Suwannee County School District that all of its students and school employees have an educational setting that is safe, secure and free from harassment and bullying of any kind (SCSB Policy 5.101). The District will not tolerate bullying and harassment of any type. Conduct that constitutes bullying and harassment is prohibited.

Bullying includes cyberbullying and means systematically and chronically inflicting physical hurt or psychological distress on one or more students or employees. It is further defined as unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by a student or adult, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation; and may involve but is not limited to:

- a. teasing,
- b. social exclusion,
- c. threat,
- d. intimidation,
- e. stalking (including cyberstalking),
- f. physical violence,
- g. theft,
- h. sexual, religious, or racial/ethnic harassment,

- i. public humiliation, or
- j. destruction of property.

The term *bullying* shall include cyberbullying whether or not specifically stated.

Harassment means any threatening, insulting or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against a student or school employee that:

- a. places a student or school employee in reasonable fear or harm to his/her person or damage to his/her property;
- b. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits; or
- c. has the effect of substantially disrupting the orderly operation of a school.

Bullying and harassment also include:

- a. retaliation against a student or school employee by another student or school employee for asserting or alleging an act of bullying or harassment; reporting an act of bullying or harassment that is not made in good faith is considered retaliation;
- b. perpetuation of conduct listed in the definition of bullying or harassment by an individual or group with intent to demean, dehumanize, embarrass, or cause emotional or physical harm to a student or school employee by
 - 1. incitement or coercion;
 - 2. accessing or knowingly and willingly causing or providing access to data or computer software through a computer, computer system, or computer network within the scope of the District school system;
 - 3. acting in a manner that has an effect substantially similar to the effect of bullying or harassment.

REPORTING MISCONDUCT

All employees shall be responsible for reporting misconduct by School Board employees that affects the health, safety or welfare of a student. Reports should be made to immediate supervisor, or by using the following procedures.

SUWANNEE COUNTY SCHOOL DISTRICT
Reporting of Wrongdoing

The employees of the Suwannee County School District have a number of options and methods of reporting wrongdoing in the workplace. An employee may report the wrongdoing verbally or in written form to the following:

- A. Any school level administrator or administrative supervisor
- B. Equity Coordinator – Walter Boatright 386-647-4633
- C. Any district level administrator including the Superintendent and

School Board Members

- D. The Collective Risk Management Team:

Janene Fitzpatrick -647-4647.....	District Administrator Rep.
Kecia Robinson – 647-4638.....	District Administrator Rep.
Ronnie Gray – 647-4035.....	School Level Administrator Rep.
Theda Roper– 647-4701	UTSC Representative
Robyne Edwards – 647-4435.....	Teacher Representative
Sharon Braun – 647-4128	Transportation Representative
Dana Tidwell – 647-4604	School Related Representative

- E. Employee Protection Line®

Call (800) 576-5262 and enter the organizations code number (30079 for Suwannee) without giving your name.

FLORIDA CERTIFICATION REQUIREMENTS

(for instructors and administrators)

APPLICATION FOR CERTIFICATION

The certification office will assist you with the certification process. For an initial certificate, you must:

- a. Complete an application form CG-10 online. <http://www.fdoe.org/edcert/apply.asp>
- b. Pay processing fees of \$75.00 per subject/endorsement requested.
- c. Submit an official transcript that reflects a bachelor's or higher degree from an accredited or approved institution.
- d. Submit a fingerprint report that has been processed, submitted by the school district to DOE, and cleared.

For additional information, contact Mary Ann Chaney at (386) 647-4627 or visit the Bureau of Educator Certification web site at <http://www.fldoe.org/edcert/>.

INITIAL CERTIFICATION REQUIREMENTS

For a three (3) year non-renewable temporary certificate, you must:

- a. Complete all application process requirements.
- b. Hold a Bachelor's degree or higher.
- c. Demonstrate mastery of subject area knowledge or meet subject specialization with a 2.5 GPA for a requested.
- d. Submit a fingerprint report that has been processed, submitted by the school district to DOE, and cleared.

PROFESSIONAL CERTIFICATE REQUIREMENTS

For a five year Professional Certificate, you must:

- a. Complete the application process (apply online <http://www.fldoe.org/edcert/apply.asp>)
- b. Hold at least a bachelor's degree
- c. Demonstrate Mastery of Subject Area Knowledge for a requested subject
- d. Demonstrate Mastery of General Knowledge
- e. Demonstrate Mastery of Professional Preparation and Education Competence
- f. Fingerprint report that has been processed, submitted to DOE and cleared

EMPLOYMENT CATEGORIES

In order to clarify the definition of employment classifications so that employees understand their employment status and benefit eligibility, each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws. **Overtime work must be authorized in advance by the worksite supervisor in order to receive compensation.**

NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and state law. If there is a bargaining agreement or contract, the employer is obligated to follow the terms of the agreement. Examples of job types classified under this category include: bus drivers, food service workers, custodial workers, aides, clerical workers, secretarial staff, bookkeepers, clerks, skilled laborers.

EXEMPT employees are excluded from minimum wage and overtime specific provisions of the Fair Labor Standards Act. Examples of job types classified under this category include: teachers, directors, supervisors, principals, administrators, attorneys, and other employees designated as professionals. These employees do **not** have to be paid overtime when they work more than 40 hours in a workweek.

In addition to the above, each employee will belong to one other employment category:

TEMPORARY employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. While temporary employees receive all legally mandated benefits (such as workers' compensation insurance and social security), they are ineligible for the entire employer's other benefit program. Substitute employees are an example.

PROBATIONARY employees are those whose performance is evaluated to determine whether further employment in a specific position or with the organization is appropriate. Employees who satisfactorily complete the probationary period will be notified of their new employment classification.

REGULAR FULL-TIME employees are those who are not in a temporary or probationary status and who are regularly scheduled to work the organization's full-time schedule. Generally, they are eligible for the employer's benefit package, subject to the terms, conditions, and limitations of each benefit program.

REGULAR PART-TIME employees are those who are not assigned to a temporary or probationary status and who are regularly scheduled to work less than the full-time work schedule. Regular part-time employees are eligible for some benefits sponsored by the employer, subject to the terms, conditions, and limitations of each benefit program.

PERFORMANCE EVALUATION

The performance of each employee is the key to the overall success of the Suwannee County School District in carrying out its mission, goals, and programs. Each employee of the School District shall receive at least one annual evaluation by his / her immediate administrative supervisor. The purpose of the evaluation shall be to improve the services of personnel in all departments.

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis so the employee can better understand what the job requires as well as what the supervisor expects of him/her in their job. The success of the school system depends upon the combined efforts of employees, managers, supervisors, and administrative staff. The performance evaluation system is designed to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals that would improve student performance, job performance, and the quality of service provided. Job descriptions and evaluation forms are available on First Class.

TERMINATION

When an employee resigns or retires from the Suwannee County School District, a letter of intent must be provided to the principal or administrator, with a copy to the Human Resources Department for Board acceptance. In the interest of better personnel management, it is important to know the reason employees leave their job and how they feel our programs and services might be improved. If you decide to leave the Suwannee County School District, you are encouraged to have a personal exit interview with your supervisor. The Department of Education requires an exit form to be completed by each teacher and submitted to the personnel department, which in turn, submits the exit information to DOE.

ACCESS TO PERSONNEL FILES

Personnel files are the property of the employer. Access to the information contained in the personnel file of each employee is open to public inspection, with the exception of those restrictions set forth in F.S. 1012.31 and 119. With reasonable advance notice, an employee may review material in a personnel file in the personnel offices and in the presence of the individual appointed by the employer to maintain the file. Information exempt from public inspection consists of the following:

- a. Complaints or material relating to an on-going investigation.
- b. Performance evaluations prepared before July 01, 1983.
- c. Current performance evaluations and the evaluations from the previous year.
- d. Derogatory material to an employee until 10 days after the employee has been notified pursuant to Chapter 119 Florida Statutes.
- e. Payroll deduction records.
- f. Medical records, including psychiatric, psychological, and/or mental health counseling.
- g. District employees' name and home address relating to HRS, Law Enforcement, active firefighter; court justice; appeal, circuit or county judge.
- h. Any information revealing undercover personnel of a criminal justice agency, law enforcement personnel and HRS.
- i. References prior to employment that are marked confidential.
- j. Confidential information can be shared with another person or agency when required by law and when the employee gives written consent for release of information. It is the employee's responsibility to let us know if they are exempt.

Notification of Social Security Number Collection and Use

In compliance with Florida Statute 119.071(5), Suwannee County School Board issues this notification regarding the purpose of the collection and use of an individual's Social Security Number.

The Suwannee County School Board recognizes that an individual's social security number is a unique form of identification that can be utilized to obtain sensitive information regarding that particular individual. However, as required by Florida Statute 1008.386, the Board must request that each student enrolled in the district provide his or her social security number and must use the Social Security Number in the management information system.

The Board further recognizes that under certain circumstances, both as an employer and an education institution, the collection of social security numbers is necessary to be able to properly perform its duties and functions and to ensure that such duties and functions are performed accurately and efficiently. Due to the sensitive nature of an individual's social security number, the Board will secure Social Security Numbers from unauthorized access and will never release them to unauthorized parties. Each student and employee will be issued a unique identification number for reporting purposes unless otherwise prescribed by law.

The Suwannee County School Board collects your social security number only for the following purposes:

Purpose	Statutory Authority	Mandated, Authorized or Business Imperative
Identification and verification – Identity management	Sec. 119.071(5)(a)(2)(a)(III), Fla. Stat. 1008.386, Fla. Stat.	Mandated
Benefit processing	Sec. 6109, I.R.C.	Mandated
Data collection, reconciliation, and tracking	Sec. 6109, I.R.C.	Mandated
Tax reporting	Sec. 6109, I.R.C.	Mandated
Criminal background checks	Sec. 119.071(5)(a)(2)(a)(III), Fla. Stat.	Business Imperative
Billing and payments	Sec. 6109, I.R.C.	Mandated
Payroll administration	Sec. 6109, I.R.C.	Mandated
Garnishments	Sec. 6109, I.R.C.	Mandated
State and federal educational and employment reporting	Sec. 6109, I.R.C.	Mandated
Financial aid programs	Sec. 6109, I.R.C.	Mandated
Vendor applications	Sec. 6109, I.R.C.	Mandated
Independent contractors	Sec. 6109, I.R.C.	Mandated
Employment applications	Sec. 6109, I.R.C.	Mandated
Student admissions - Student record management	Sec. 119.071(5)(a)(2)(a)(III), Fla. Stat. 1008.386, Fla. Stat.	Business Imperative
Volunteer applications	Not applicable	Authorized - SCSB Policy 6.78*

Additionally, Federal Legislation relating to the Hope Tax Credit requires that all postsecondary institutions report the Social Security Number of all postsecondary students to the Internal Revenue Service. This IRS requirement makes it necessary for RIVEROAK Technical College (RTC) to collect the Social Security Number of every postsecondary student enrolled. A student may refuse to disclose his/her Social Security Number to RTC, but refusing to comply with the federal requirement may result in fines established by the Internal Revenue Services.

All Social Security Numbers are protected by federal regulations and are never released to unauthorized parties.

Employee Benefits

BENEFITS

Eligible employees of the Suwannee County School District are provided a wide range of benefits. A number of the programs, such as social security, workers' compensation, state retirement, disability, and unemployment insurance cover all employees in the manner prescribed by law. Benefit eligibility is dependent upon a variety of factors, including employee classification. Some benefit programs require contributions from the employee. Your supervisor can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook.

The following benefits are available to eligible employees:

Auto Mileage	Insurance
Credit Union	COBRA
Holidays	Workers' Compensation
Annual Leave/Vacation	Unemployment Compensation
Sick Leave Benefit Pay	Training Opportunities
Sick Leave Bank	Critical Teacher Shortage
Uniform and Uniform Maintenance	Direct Deposit
Retirement/Drop Program	Employee Assistance
Terminal Leave Pay	Employee Leave Sell Back Option

AUTO MILEAGE

Reimbursement is provided to employees for authorized travel when approved by the employee's supervisor, superintendent and/or the School Board. Law establishes rates for travel. No reimbursement is given for travel between the employee's home and workstation.

In-district travel is computed in accordance with the district mileage schedule, or the odometer reading from the point of departure to point of destination. Out-of-district travel is established by official state road maps. When employees are traveling extended distances in a county car, a fuel or credit card from the district office should be checked-out for use. Persons traveling to the same meeting are encouraged to travel together.

Reimbursement may be requested for taxi, and ferry fares; bridge, road, and tunnel tolls; storage and parking fees; communication expense and convention registration fees when properly supported by receipts. No reimbursement may be authorized for gratuities.

UNIFORM AND UNIFORM MAINTENANCE

The School Board appropriates funds for the purchase and maintenance of specialized clothing, footwear, uniforms and protective paraphernalia for certain categories of employees (i.e. food service

workers, bus drivers, custodians, etc.) because of required regulations and daily exposure to hazardous working conditions.

RETIREMENT

All new employees in regularly established positions automatically become members of the Florida Retirement System (FRS) and are covered by Federal Social Security. The district contributes to the Florida Retirement System fund as provided by law. The district matches your social security contributions. The State offers a choice of two retirement options; the pension plan or the investment plan. You will have five months from the date you are first employed by an FRS employer to make your selection. When an employee is ready to retire, he/she should contact the benefits office. Employees may receive federal social security benefits in addition to state retirement.

Eligible employees may apply for enrollment in the Deferred Retirement Option Program (DROP) with the Division of Retirement. Contact the FRS Benefits Office for information.

Employees may also participate in the Board approved tax shelter annuity programs [403(b), 457 and 401(k)]. The employee may select from several companies approved by the Board. The contributions to an annuity must be payroll deducted.

In order to obtain FRS information, please either create a LOG IN or use the toll free MyFRS Financial Guidance Line: 1-866-446-9377 (TTY: 1-888-429-2160) 9 a.m. to 8 p.m. ET, Monday –Friday (except holidays). You can speak to an unbiased Ernst & Young financial planner for help in choosing your FRS retirement plan using MyFRS.com, and personal financial planning. Also, get detailed information about the Pension Plan, Investment Plan, enrolling your Personal Identification Number (PIN), and more. Creating a LOG IN to MyFRS.com allows you to manage your FRS retirement benefits, learn about risks, compare the two FRS retirement plans, and forecast your retirement income (including Social Security). Use your PIN the first time you access your account and create a personal User ID and password. You can also get a PIN or password reminder from MyFRS.com or the MyFRS Financial Guidance Line.

TERMINAL LEAVE PAY

Upon retirement from the district, any employee or his/her beneficiary, if service is terminated by death, shall receive terminal leave pay for accumulated sick leave up to the maximum allowed by law. Employees transferring to other districts or terminating for reasons other than retirement have the option of receiving terminal leave pay for accumulated sick leave earned in Suwannee County based on policy or transferring their sick leave balance to another district. The employee shall indicate his/her preference by submitting a request to the Board in writing during his/her last month of employment.

INSURANCE

Full-time employees are provided an opportunity to participate in Board approved insurance plans that offer a variety of covered services. Employees are encouraged to select the benefit package that best meet their family's needs. The board authorizes pre-tax payroll deductions as well as makes a contribution to each full time employee who selects health insurance coverage. You will also receive a package describing available insurance plan coverage after the Board has approved your employment.

If you are an eligible employee, you can enroll in benefits on the first of the month following 30 days of employment, the date you become benefit eligible due to a change in status, or the date of a Qualifying Event. You can also enroll or change benefits during our annual Open Enrollment period each year.

Availability of Summary Health Information

As an employee of SCSB, the health benefits available to you represent a significant component of your compensation package. They also provide important protection for you and your family in the case of illness or injury.

Your plan offers a series of health coverage options. Choosing a health coverage option is an important decision. To help you make an informed choice, a Summary of Benefits and Coverage ("SBC") is available, which summarizes important information about any health coverage option in a standard format, to help you compare across options.

The SBC and SBC Glossary is available on the web at: www.suwannee.k12.fl.us. To view documents, please click on the Resources tab, and go to Staff.

Other important insurance information is also available in this location, including Marketplace Notice and COBRA Continuation Coverage Rights.

Paper copies of these documents are available, free of charge, by calling Teri Jones at (386) 647-4616 to request them.

COBRA

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue certain insurance coverage under an employer-sponsored plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and when a dependent child no longer meets eligibility requirements. It is the employee's responsibility to notify the School Board, in writing, should there be a qualifying event that will result in loss of coverage. Under COBRA, the employee or beneficiary pays full cost of coverage at the employer's group rates plus an administration fee. Please refer to the *General Notice of COBRA Continuation Coverage Rights* on page 35 for important information regarding COBRA.

WORKERS' COMPENSATION INSURANCE

Suwannee County School District provides comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical treatment. Any employee who sustains a work-related injury or illness should inform his or her supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. When a case is turned over to workers' compensation, the insurance carrier, in accordance with Florida Statute, will determine eligibility and benefits available. Medical expenses and travel for doctor appointments are assumed by workers' compensation.

UNEMPLOYMENT COMPENSATION

Unemployment compensation provides temporary income payments to make up a part of the wages lost to workers who lose their jobs through no fault of their own, and who are able and available for work. It is a temporary income to help individuals absorb some of the shock of unemployment. Employees may be eligible for unemployment compensation benefits if they:

- Are terminated or partially unemployed through no fault of their own; and
- Are able to work and available for work; and are registered for and seeking employment.

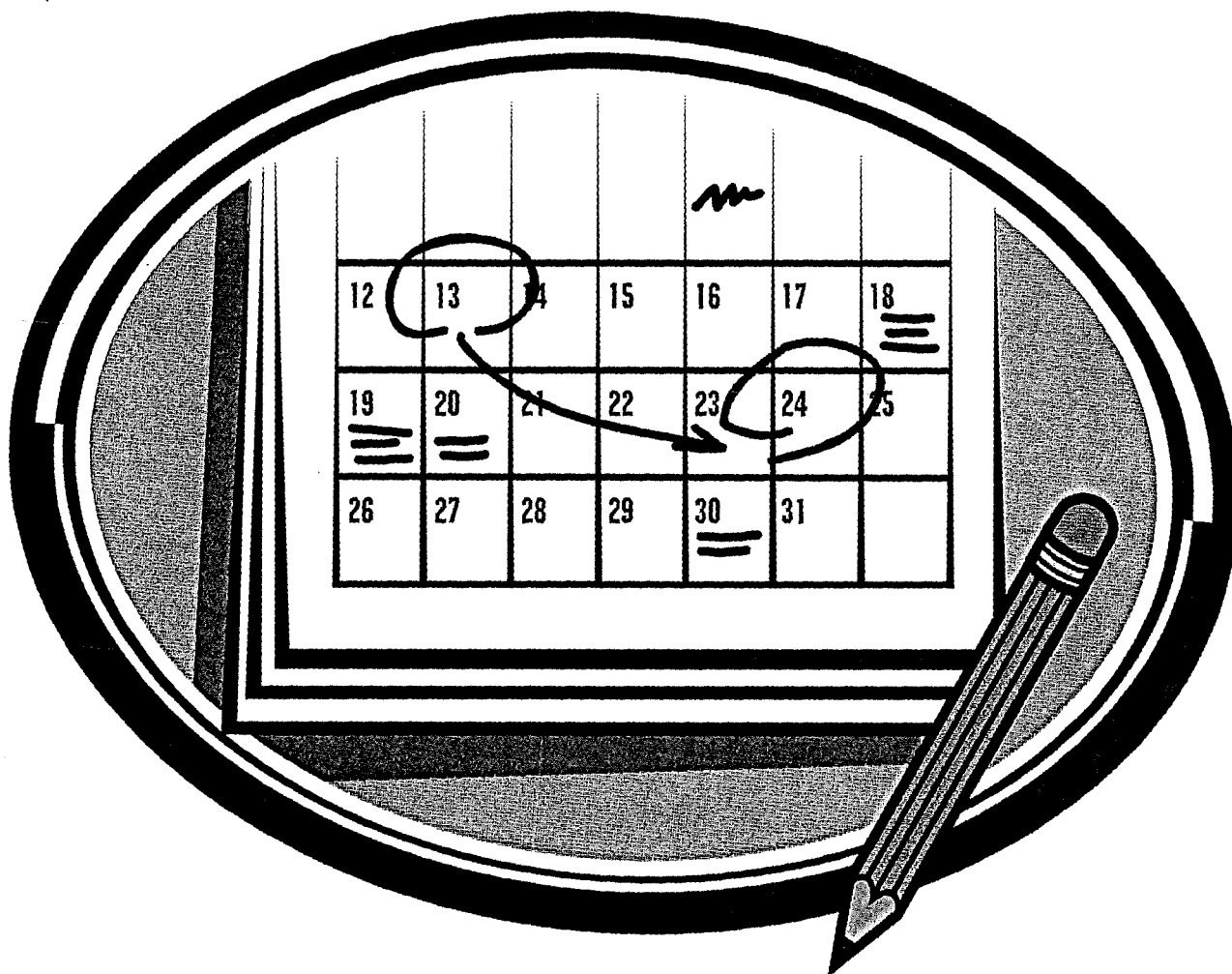
To qualify for benefits the employee must file a claim, have the necessary wage credits, and not be subject to any of the disqualification's provided for in the law. Ten-month employees are not eligible for unemployment compensation during the summer. Employees interested in requesting unemployment compensations should contact the Florida Department of Labor and Employment Security, Division of Unemployment, at (352) 376-4691 or 336-2215.

PROFESSIONAL DEVELOPMENT

A variety of training activities are provided throughout the year so employees will have the opportunity to keep abreast of changes in the field of education. The inservice programs are designed to help employees improve student performance, their job performance, foster personal growth and development, as well as assist employees in meeting professional regulations and standards. Using <http://navplus.nefec.org>, employees may also search for inservice opportunities and track his/her own inservice records. Each school has a designated Professional Development Council (PDC) representative who serves as liaison between the personnel department and the school. Credit for participation in inservice activities is granted in accordance with the Board's approved Master Inservice Plan for and State Board of Education regulations.

The Department of Curriculum and Instruction disseminates information concerning inservice training activities to each school, as well as keeps track of all employees' inservice points for certification purposes.

Employee Leave



LEAVE REQUESTS

Any absence shall be covered by leave duty authorized and granted. Leave may be with or without pay as provided by law and regulations of School Board Policy. Leave requests shall be in writing on the forms prescribed by the Board. The employee is responsible for completing the

appropriate paperwork requesting leave. All requests for leave, except for sickness and emergencies, must be requested and approved by the supervisor, Board or Superintendent in advance.

PERSONAL LEAVE

The School Board allows six (6) days of personal leave with pay for all employees for each fiscal year for personal reasons, including emergencies. These days are non-cumulative and are charged to sick leave. All personal leave, except emergencies, must be requested and approved in advance.

LEAVE OF ABSENCE

A leave of absence is permission granted by the Board, or allowed under its adopted policies for an employee to be absent from duty for a specified period of time, with the right to return to employment upon the expiration of the leave. Employees returning from leave will retain full credit for years of service credited to them prior to the leave.

If the employee is on an approved leave of absence for a full contracted year and the employee wishes to return to work the following year, the employee must notify the principal/supervisor in writing of their intent by the time frame specified. Failure of the employee to notify the principal/supervisor of his/her intent to return to employment may result in termination of employment.

ABSENCE WITHOUT LEAVE

Any employee who is willfully absent from duty without leave shall interrupt continuity of service, and shall forfeit compensation for the time of the absence and his/her employment shall be subject to termination by the Board.

SICK LEAVE

The School Board grants eligible employee's sick leave for periods of temporary absence due to illness or injury. Instructional employees, hired on a full-time basis, are entitled to four (4) days of sick leave as of the first working day and will then earn one (1) day per month credited at the end of the month for a total of 10 sick leave days.

School related and administrative employees, employed on a full-time basis, will earn four (4) days of sick leave at the end of the first month of employment, and shall earn one (1) day per month credited at the end of the month for a total of 9 days for 9 month employees, 10 days for 10 month employees, 11 days for 11 month employees, and 12 days for 12 month employees.

Teachers and paraprofessionals who expect to be absent from duty on student contact days shall notify Kelly Educational Staffing to arrange a substitute through the Kelly Automated Scheduling System (KASS) as soon as possible.

All other employees should notify their direct supervisor/principal the evening immediately preceding the day of absence, if possible. Where an absence is due to an emergency, the employee shall notify their supervisor at the earliest possible moment. The notice of absence shall always be in advance unless conditions beyond the control of the employee make such advance notice impossible. The employee must complete the sick leave form within five (5) working days of his/her return to duty. The sick leave form will be used as documentation to certify that the facts are true and correct, and that the claim is valid and legal. A false claim for sick leave shall be deemed cause for termination.

SICK LEAVE BANK

The Sick Leave Bank was established to provide employees emergency sick leave for illness or injury beyond that available under provisions governing sick leave. Participation is voluntary and open to any full-time employee who has worked a full year with the school system and has accrued a minimum of seven sick days. Enrollment in the sick leave bank will be accepted during September 1 through September 15 of each school year. Employees must wait thirty (30) days after initial enrollment before being eligible to withdraw days from the sick leave bank. Participating employees are required to contribute one (1) sick leave day during the enrollment period, and one (1) sick leave day each time the bank is depleted to 10 days.

The employee must make application to the Sick Leave Bank in order to receive benefits. All requests for withdrawal of days from the Sick Leave Bank shall be addressed to the Sick Leave Bank Committee on the official form provided for this purpose and forwarded to the Finance Office.

Any leave withdrawn must be used for the employee's personal illness, accident, or injury. A limit of 45 days is placed on any one (1), accident, illness, injury, or resulting complications. The number of hours shall be equal to the hours that make up an employee's workday. Approval for sick leave from the Bank will not be granted unless the employee's accumulated sick leave and other leave has been exhausted, and the request is for absences totaling ten (10) continuous days or more. A participating employee is not required to replace the days he/she uses, except as a regular contributing member. Any leave donated by a participating employee will not be returned when the employee chooses to no longer participate in the Sick Leave Bank. If the membership falls below 10 the bank will automatically be dissolved. The remaining leave days will be equally proportioned to the remaining members.

EMPLOYEE LEAVE SELL BACK OPTION

The Employee Leave Sell Back Option was established to reward employees by being able to sell back accumulated leave time at specified intervals during the fiscal year, tied to an attendance incentive. Employees can sell back up to 5 days of sick leave time, twice per year, at 80 % of the daily rate of pay, at the time application for payment is made to the district.

For eligibility guidelines please refer to the Collective Bargaining Agreement, which can be found on the district website under staff resources.

USE OF SICK LEAVE BY FAMILY MEMBERS OR EMPLOYEES

Any district employee may authorize the use of his/her sick leave as follows:

- A. As provided by an existing Sick Leave Bank provision.
- B. All accumulated days by his or her spouse, child, parent, or sibling who is also a district employee.
- C. All accumulated days less 5 days, by another District employee who meets the requirements.

Sick leave donated as provided in Section B and Section C cannot be used until all his or her sick leave has been depleted; excluding sick leave from any existing Sick Leave Bank, if the recipient participates in a Sick Leave Bank.

An employee who donates sick leave to another employee, other than a family member as specified in B, must maintain a minimum of five (5) sick days in their own district account.

Any recipient of donated sick leave, other than a family member as specified in B and C must provide medical documentation from the treating physician of the illness or injury for which the leave of absence is requested.

Any unused sick leave shall be returned to the donor.

Donated sick leave shall have no terminal pay value.

In the event of an employee's death, his or her sick leave may be transferred to his or family member.

ILLNESS-IN-LINE-OF-DUTY LEAVE

Any full-time regular employee shall be entitled to illness or injury-in-line-of-duty leave for a period not to exceed ten (10) school days when he has to be absent from work because of a personal injury received in the discharge of his duties or because of illness from any contagious or infectious disease contracted in the performance of his / her duties. Illness-in-the-line-of-duty leave is intended to deal with the illnesses normally known as childhood diseases; such as, mumps, measles, and chicken pox. This leave does not include normal adult illnesses such as colds and influenza. This leave is non-cumulative.

ANNUAL LEAVE/ VACATION

Annual Leave or vacation time off with pay is available to 12-month employees only. The amount of annual leave employees receive each year increases with the length of their employment. Annual leave accrues at the close of each month, in accordance with the maximum allowed, and may not exceed 60 days for a carryover at the end of the fiscal year.

To use annual leave, the employee must get advance approval from his/her administrative supervisor, and it shall be scheduled as to cause a minimum disruption of the school program. Upon termination, retirement, or participation in the Deferred Retirement Option Program, an employee may receive a lump sum payment for accrued annual leave. If service is terminated by death, this benefit shall be paid to the employee's beneficiary.

HOLIDAYS

All ten (10) and eleven (11) months instructional personnel will be provided six (6) paid holidays as identified on the school calendar. 12 month personnel shall receive the same holidays, plus any additional holidays listed on the school calendar for the summer months. In addition, two (2) days each school year shall be provided for each teacher for religious holidays not otherwise provided in the school calendar. Such days shall be non-cumulative and shall be charged to sick leave provided the employee is a member of the religious faith for which the holiday was established.

PROFESSIONAL LEAVE

Employees may be granted professional leave under the following classifications:

a. Extended professional leave

Extended professional leave is leave in excess of 30 days. Extended professional leave for professional study may be granted by the Board upon recommendation of the Superintendent, for a period not to exceed one year to any member of the instructional staff who possesses Professional Service or Continuing Contract status or any member of the Superintendent's administrative staff, who has served continuously and satisfactorily for a period of five years in the school system. Such leave shall be without pay. The request for extended professional leave shall be in writing and in the district office at least 30 days prior to the last day of the post school conference. Upon return to work the employee is required to submit documentation of credits earned while on leave. Failure to submit the required documentation will invalidate the leave of absence, and may result in termination of employment.

b. Pre/Post school planning leave to complete summer coursework

When professional or certificated personnel request professional leave for any part of the pre-school or post-school planning period, the Board may grant professional leave with pay for a period not to exceed five (5) days provided that the teacher is attending class or taking examinations in course work related to the area(s) for which the teacher is responsible and that satisfactory evidence of such attendance or examination has been signed by the dean of the college or his/her representative.

c. Leave for professional meetings, conferences, or conventions

Professional leave with pay may be granted to any member of the instructional, supervisory, or administrative staff who finds it necessary to attend a professional meeting, conference or convention, or who may be assigned by the Superintendent to be absent for professional reasons provided such request is made on the authorized form within the time frame specified by Board policy. A non-instructional employee may be granted professional leave to improve his/her job effectiveness, provided the Superintendent recommends such leave and approved by the Board.

d. Sabbatical Leave

For the encouragement of continued professional development and resulting improvement in the quality and level of experience of the teaching staff, sabbatical leaves for periods not less than (1) semester nor to exceed one (1) school year shall be granted by the Board.

Any certified teacher who has satisfactorily completed (7) consecutive years of teaching in the School District may apply for Sabbatical leave.

A sabbatical leave may be granted to permit a certified teacher to engage in study or research.

A certified teacher who requests a sabbatical leave for study will be expected to enroll as a full-time student carrying a full load (full-time student as determined by the institution attended) of academic work at an institution of higher education approved by the appropriate accrediting agency.

The applications for sabbatical leave, including a plan for study, must be submitted to the Superintendent or designee during the period from February 1st to February 28th preceding the school year for which the leave is granted. Applicants will be notified not later than March 20th as

to the disposition of their application. A teacher receiving permission to take a sabbatical leave shall inform the Superintendent in writing of his/her intention to either accept or decline such leave. Such notification shall be given not later than fifteen (15) days after the applicant has been notified of approval of his/her request for leave.

Not more than (1) percent of the certified teachers represented by the Union in this Agreement may be granted sabbatical leave during any one school year.

MILITARY LEAVE

Employees are allowed to use military leave when they are required to serve in the armed forces, or because of membership in the reserves. Compensation allowed for military leave during peacetime shall not exceed 240 hours. When an employee enters voluntarily into any branch of the armed forces for temporary or an extended period of service, military leave shall be granted at the School Board's discretion. Compensation allowed for military leave for voluntary state duty shall be calculated based on the difference between military pay and School Board salary.

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-weekleave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is:

(1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment ,recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*;or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition".**

JURY DUTY AND WITNESS LEAVE

Employees are encouraged to fulfill their civic responsibilities by serving jury and witness duty when required. The employees shall make application for temporary duty. When the litigation or court action is of a personal nature, a request for personal leave shall be made. The original or a copy of the subpoena/summons must be attached to the application for leave. The employee shall receive his/her regular salary. All applications for jury duty and witness leave must be endorsed by the principal or supervisor.

FAMILY MEDICAL LEAVE

The Family Medical Leave Act of 1993 entitles eligible/qualified employees up to 12 weeks of unpaid leave per year for one (1) of the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
 - to care for the employee's child after birth, or placement for adoption or foster care;
 - to care for the employee's spouse, son, daughter or parent, who has a serious health condition;
- or
- for a serious health condition that makes the employee unable to perform the employee's job.

To be eligible, an employee must have worked a full contract year (July through June) or must have worked for at least 1,250 hours during a 12-month period (July through June). An employee who wishes to take Family Medical Leave must provide the supervisor with at least thirty (30) calendar days advance notice before the leave begins; or due to an emergency, a change in circumstances, or lack of knowledge, the notice of intent to take Family Medical Leave must be given as soon as possible and practical.

Under Family Medical Leave, the Board's contribution for health insurance will continue to be paid, however, an employee on such leave will not earn retirement credit for any month(s) during which no salary is paid. If an employee desires, he/she may purchase retirement credit for the Family Medical Leave taken, provided the individual is in compliance with FRS laws. Eligible employees desiring such leave must complete the Family Medical Leave form and submit it for Board approval.

At the discretion of the Board, and in accordance with Board policy, employees are allowed to use their accumulated sick leave, and/or Family Medical Leave for the purpose of parenting. The request for parenting leave should be made in advance and shall not exceed one (1) year. A physician's statement is required with the application for leave.

TEMPORARY DUTY ELSEWHERE

Any employee may be granted temporary duty when officially assigned short-term professional duties away from the regular job site. Employees granted temporary duty shall receive their regular pay and may be allowed expenses as provided by law and Board Policy. A request for temporary duty is subject to the approval of the employee's immediate supervisor. A leave form for temporary duty is required. When taking students on a field trip, a leave form and field trip request form are required to be completed **in advance**. TDE's need to be planned in advance and require approval of the employee's immediate supervisor and district staff.



Appendices

Availability of Summary Health Information

As an employee of SCSB, the health benefits available to you represent a significant component of your compensation package. They also provide important protection for you and your family in the case of illness or injury.

Your plan offers a series of health coverage options. Choosing a health coverage option is an important decision. To help you make an informed choice, a Summary of Benefits and Coverage ("SBC") is available, which summarizes important information about any health coverage option in a standard format, to help you compare across options.

The SBC and SBC Glossary is available on the web at: www.suwannee.k12.fl.us. To view documents, please click on the Resources tab, and go to Staff.

Other important insurance information is also available in this location, including Marketplace Notice and COBRA Continuation Coverage Rights.

Paper copies of these documents are available, free of charge, by calling Teri Jones at (386) 647-4616 to request them.



New Health Insurance Marketplace Coverage Options and Your Health Coverage

Form Approved
OMB No. 1210-0149
(expires 5-31-2020)

PART A: General Information

When key parts of the health care law take effect in 2014, there will be a new way to buy health insurance: the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the new Marketplace and employment-based health coverage offered by your employer.

What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers "one-stop shopping" to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. Open enrollment for health insurance coverage through the Marketplace begins in October 2013 for coverage starting as early as January 1, 2014.

Can I Save Money on my Health Insurance Premiums in the Marketplace?

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that doesn't meet certain standards. The savings on your premium that you're eligible for depends on your household income.

Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium, or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit.¹

Note: If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution—as well as your employee contribution to employer-offered coverage—is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

How Can I Get More Information?

For more information about your coverage offered by your employer, please check your summary plan description or contact Teri Jones, (386) 647-4616

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit HealthCare.gov for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

¹ An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs.

PART B: Information About Health Coverage Offered by Your Employer

This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information. This information is numbered to correspond to the Marketplace application.

3. Employer name Suwannee County Board of Public Instruction		4. Employer Identification Number (EIN) 59-6000872	
5. Employer address 1729 Walker Avenue, S.W., Suite 200		6. Employer phone number (386) 647-4600	
7. City Live Oak	8. State FL	9. ZIP code 32064	
10. Who can we contact about employee health coverage at this job? Teri Jones, Employee Benefits Specialist			
11. Phone number (if different from above) (386) 647-4616		12. Email address teresa.jones@suwannee.k12.fl.us	

Here is some basic information about health coverage offered by this employer:

•As your employer, we offer a health plan to:

☐ All employees. Eligible employees are:

☐ Some employees. Eligible employees are:

All full-time employees working minimally 20 hours per week.

•With respect to dependents:

☒ We do offer coverage. Eligible dependents are:

Covered employee's legal spouse, and/or dependent child of the employee or employee's spouse. A dependent child is defined as: A natural child, a step child, a legally adopted child, a child for whom legal guardianship has been awarded to covered employee or employee's spouse, or unmarried children of any age who became mentally or physically disabled before reaching the age limit of 30.

☐ We do not offer coverage.

☒ If checked, this coverage meets the minimum value standard, and the cost of this coverage to you is intended to be affordable, based on employee wages.

** Even if your employer intends your coverage to be affordable, you may still be eligible for a premium discount through the Marketplace. The Marketplace will use your household income, along with other factors, to determine whether you may be eligible for a premium discount. If, for example, your wages vary from week to week (perhaps you are an hourly employee or you work on a commission basis), if you are newly employed mid-year, or if you have other income losses, you may still qualify for a premium discount.

If you decide to shop for coverage in the Marketplace, HealthCare.gov will guide you through the process. Here's the employer information you'll enter when you visit HealthCare.gov to find out if you can get a tax credit to lower your monthly premiums.

The information below corresponds to the Marketplace Employer Coverage Tool. Completing this section is optional for employers, but will help ensure employees understand their coverage choices.

13. Is the employee currently eligible for coverage offered by this employer, or will the employee be eligible in the next 3 months?

☒ **Yes (Continue)**

13a. If the employee is not eligible today, including as a result of a waiting or probationary period, when is the employee eligible for coverage? _____ (mm/dd/yyyy) (Continue)

☐ **No (STOP and return this form to employee)**

14. Does the employer offer a health plan that meets the minimum value standard*?

☒ **Yes (Go to question 15)** ☐ **No (STOP and return form to employee)**

15. For the lowest-cost plan that meets the minimum value standard* offered only to the employee (don't include family plans): If the employer has wellness programs, provide the premium that the employee would pay if he/she received the maximum discount for any tobacco cessation programs, and didn't receive any other discounts based on wellness programs.

a. How much would the employee have to pay in premiums for this plan? \$¹⁰⁰ _____

b. How often? ☐ Weekly ☐ Every 2 weeks ☒ Twice a month ☐ Monthly ☐ Quarterly ☐ Yearly

If the plan year will end soon and you know that the health plans offered will change, go to question 16. If you don't know, STOP and return form to employee.

16. What change will the employer make for the new plan year? _____

☐ Employer won't offer health coverage

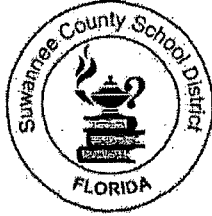
☐ Employer will start offering health coverage to employees or change the premium for the lowest-cost plan available only to the employee that meets the minimum value standard.* (Premium should reflect the discount for wellness programs. See question 15.)

a. How much would the employee have to pay in premiums for this plan? \$ _____

b. How often? ☐ Weekly ☐ Every 2 weeks ☐ Twice a month ☐ Monthly ☐ Quarterly ☐ Yearly

*An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs (Section 36B(c)(2)(C)(ii) of the Internal Revenue Code of 1986)

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

TO: All District Employees
FROM: Suwannee County School Board Insurance Department
DATE: May 1, 2018
RE: Required Notification Regarding the Patient Protection and Affordable Care Act

The attached notification is being provided to you in compliance with the Patient Protection and Affordable Care Act. This notification is strictly informational regarding the Health Insurance Marketplace.

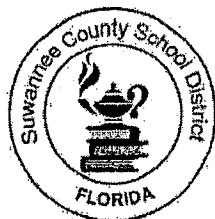
Under the new health care law, we are required to notify all employees about the Health Insurance Marketplace. The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. Open Enrollment for health insurance coverage through the Marketplace begins in October, with coverage starting as early as January 1st. Some employees may be able to get lower costs on private insurance in the Marketplace based on their income. However, because SCSB offers coverage that meets the required standards, you will not be eligible for a tax credit through the Marketplace and may therefore prefer to remain on SCSB's group health plan.

If you purchase a health plan through the Marketplace instead of accepting group health coverage offered by SCSB, then you will lose the employer contribution to the employer-offered coverage. Our employer contribution, as well as your employee contribution to SCSB group health coverage, is excluded from income for federal income tax purposes under current tax regulations. If you choose coverage through the Marketplace, your payments for coverage are made on an after-tax basis.

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Visit www.HealthCare.gov for more information, including an online application. The attached document will provide you with information that you will need while on the Marketplace website.

SCSB is not able to address questions regarding the Health Insurance Marketplace. If you have questions regarding the Health Insurance Marketplace, you should visit www.HealthCare.gov.

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DISTRICT 5

LEONARD J. DIETZEN, III
BOARD ATTORNEY

General Notice of COBRA Continuation Coverage Rights

Continuation Coverage Rights Under COBRA

Introduction

You are receiving this notice because you recently gained coverage under a group health plan (Florida Blue Group #78170) and/or a group dental/vision plan (The Standard Group #157141) ("the Plan"). This notice has important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. **This notice explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it.** When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end. For more information about your rights under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

What is COBRA continuation coverage?

COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed below. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

*A Fully Accredited School System – SACS CASI, an Accrediting Division of AdvancED
Equal Opportunity Employer.*

If you're the spouse of an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the Plan as a "dependent child."

When is COBRA continuation coverage available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. The employer must notify the Plan Administrator of the following qualifying events:

- The end of employment or reduction of hours of employment;
- Death of the employee;
- The employee's becoming entitled to Medicare benefits (under Part A, Part B, or both).

For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. Please be advised there are two Plan Administrators: FloridaBlue is the Plan Administrator for FloridaBlue health coverage, and WageWorks, Inc., is the Plan Administrator for The Standard dental and vision coverage. You must provide this notice to:

Florida Blue Coverage Continuation Team (855) 509-1678
Email: continuationofcoverage@FloridaBlue.com

WageWorks Coverage Continuation Team (877) 266-3947
Website: <https://COBRAbenefits.wageworks.com>

How is COBRA continuation coverage provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage.

There are also ways in which this 18-month period of COBRA continuation coverage can be extended:

Disability extension of 18-month period of COBRA continuation coverage

If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage. You must provide this notice to Florida Blue Coverage Continuation Team at (855) 509-1678. You may be required to provide documentation from the Social Security Administration reflecting your approved disability status.

Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

Are there other coverage options besides COBRA Continuation Coverage?

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

If you have questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit www.HealthCare.gov.

Keep your Plan informed of address changes

To protect your family's rights, let the Plan Administrator know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

Plan contact information

FloridaBlue Group # 78170 Health Insurance

The Standard Insurance Group #157141 Dental and/or Vision Insurance

For further information about the Plan(s) and COBRA continuation coverage, please contact:

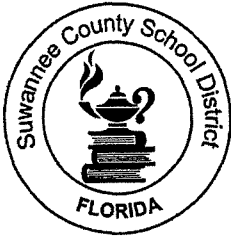
Suwannee County School Board

Attn: Teri Jones, Employee Benefits Specialist

1729 Walker Avenue, S.W., Suite 200, Live Oak, FL 32064

Phone: (386) 647-4616 e-mail: teresa.jones@suwannee.k12.fl.us

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

TO: Ted L. Roush, Superintendent of Schools *TR*
FROM: Walter Boatright, Director of Human Resources *WB*
DATE: July 9, 2018
RE: Personnel Changes List for July 24, 2018 Regular Meeting


RECOMMENDATION:

Pursuant to Section 1012.27 (1A) (1B), *Florida Statutes*, the Superintendent hereby submits the following written personnel recommendations. Approval of each is respectfully requested.

SUWANNEE COUNTY SCHOOL BOARD

Personnel Changes

July 24, 2018

TO: District School Board of Suwannee County
FROM: 
Ted Roush, Superintendent of Schools

Pursuant to Section 1012.27 (1A) (1B), Florida Statutes, I hereby submit the following written personnel recommendations. Approval of each is respectfully requested.

RECOMMENDATIONS 2018-2019 SCHOOL YEAR:

RESIGNATION: INSTRUCTIONAL:

Suwannee Primary School:

Heather Holt, Teacher, effective July 3, 2018

RETIREMENTS: INSTRUCTIONAL:

Branford Elementary School:

Debra Hatch, Teacher, effective July 12, 2018

Suwannee Virtual School:

Nancy Nielsen, Guidance Counselor, effective January 31, 2019

RETIREMENT: NON-INSTRUCTIONAL/SCHOOL RELATED:

Transportation:

Sandra Neely, Bus Driver, effective July 12, 2018

RECOMMENDATIONS: INSTRUCTIONAL:

Suwannee Intermediate School:

Charles Claridy, Teacher, effective August 3, 2018

REPLACES: Ruth Thomas

Jeremy Griswold, Teacher, effective August 3, 2018

REPLACES: Maria Rodriguez

Brittani Law, Teacher, effective August 3, 2018

REPLACES: Traci Kirby

Suwannee Middle School:

Shawntrice Loper, Teacher, effective August 3, 2018

REPLACES: New Position

Suwannee Primary School:

Jenny McCook, Teacher, effective August 3, 2018

REPLACES: Brittani Law

TRANSFERS/REASSIGNMENTS:

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>EFFECTIVE</u>	<u>REPLACES</u>
Jennifer Barrs	BES/Principal	SVS/Principal	7/16/2018	Deidre McManaway
Deidre McManaway	SVS/Principal	BES/Principal	7/16/2018	Jennifer Barrs
Jessica McManaway	SHS/Teacher	SPS/Teacher	8/03/2018	Heather Holt

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:**Suwannee Elementary School:**

Stephanie Pinkard, Custodian

REPLACES: Antwan Ford

Suwannee Intermediate School:

Damien Rickett, Custodian, effective July 9, 2018

REPLACES: Josue Ramirez

Suwannee Middle School:

Erika Leak, Media Clerk, effective August 3, 2018

REPLACES: Jodi Musgrove

Graciela Resendiz, Paraprofessional, effective August 9, 2018

REPLACES: Debra Byrd

Suwannee Primary School:

Tresca Anderson, Pre-K Paraprofessional, effective August 9, 2018

REPLACES: Gail Butler

Julia Gay, Paraprofessional, temporary, effective August 9, 2018

REPLACES: Monica Djulvez

SUPPLEMENTARY:

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>REPLACES</u>
Erin Clark	Middle School Head Volleyball Coach	BHS	Shon Riels
Timothy Clark	Assistant Athletic Director	BHS	
Timothy Clark	Head Football Coach	BHS	
Anne Etcher	FFA Advisor (middle school)	BHS	
Fred (Alex) O'Quinn	Athletic Director	BHS	
Stacy Young	FFA Advisor	BHS	

LEAVE OF ABSENCE (FMLA):**Suwannee High School:**

David Daniels, Custodian, tentatively May 4, 2018, through August 6, 2018, without pay, with the option of returning sooner if released by his Doctor.

LEAVE OF ABSENCE (MATERNITY LEAVE):**RIVEROAK Technical College:**

Traci Thompson, Teacher, tentatively August 20, 2018, through January 2, 2019, without pay, using days as needed for insurance, with the option of returning sooner.

End of List
2018-2019
School Year