## SUWANNEE COUNTY SCHOOL BOARD REGULAR MEETING December 16, 2014

#### **AGENDA**

Call to Order - 6:00 p.m.

Student remarks and pledge to the flag Suwannee Primary School

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

The Superintendent recommends approval to adopt the Agenda.

The Superintendent recommends approval of the Consent Agenda.

#### CONSENT AGENDA

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

1. The Superintendent recommends approval of the following Minutes: (pgs. 7-32)

November 18, 2014

- Expulsion Issues Hearing (Private)
- Workshop Session
- Reorganization Meeting
- Regular Meeting
- 2. The Superintendent recommends approval of the monthly financial statement for November 2014.

3. The Superintendent presents the following bills for the period November 1-30, 2014:

General Fund		
#155480 - 155763	\$	1,938,600.99
#2673 - 2677		
Electronic Fund Transfers		<u>2,265,088.38</u>
	\$	4,203,689.37
Endand Fund		
Federal Fund	Ф	76 174 16
#46234 - 46299	\$	76,174.16
Electronic Fund Transfers		<u>212,175.77</u>
	\$	288,349.93
Food Service Fund		
#29043 - 29098	\$	74,807.86
Electronic Fund Transfers	·*	62,933.70
•	\$	137,741.56
2.0.1 CIE		
2.0 LCIF # 6987 - 7002	\$	135,166.41
Electronic Fund Transfers	Ψ	0.00
Electronic Fund Transfers	<b>d</b>	
	\$	135,166.41

4. The Superintendent recommends approval of the following budget amendment(s) for fiscal year 2014-2015:

<u>General</u>	<u>LCIF</u>	Special Revenues
<u>I-5</u>	III-4	IV-2 (Food Service)
		IV-5 (Federal)

5. The Superintendent recommends approval for disposal of property as per the attached Property Disposition Form dated December 16, 2014. (pgs. 33-34)

6. The Superintendent recommends approval of the following contracts/agreements for the 2014-2015 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2015-82 Panhandle Area Educational Consortium Contract Agreement between the Panhandle Area Educational Consortium, through its District of Record, the Washington County School Board, and Gabriel, Roeder, Smith & Company (GRS) for actuarial services required under GASB Statement No. 45 (Renewal) (pgs. 35-46)

#2015-84 Career Pathways Articulation Agreement between District School Board of Lafayette County and Suwannee-Hamilton Technical Center, Allied Health Assisting for Secondary Program Areas: Patient Care Technician and Practical Nursing; Culinary Arts for Secondary Program Area: Commercial Foods and Culinary Arts; Digital Design for Secondary Program Areas: Administrative Office Specialist, Digital Design, and Medical Administrative Specialist (Revised/Renewal) (pgs. 47-54)

#2015-85 Career Pathways Articulation Agreement between District School Board of Jefferson County and Suwannee-Hamilton Technical Center, Allied Health Assisting for Secondary Program Areas: Patient Care Technician and Practical Nursing; Digital Media Technology for Secondary Program Areas: Digital Design and Administrative Office Specialist (Revised/Renewal) (pgs. 55-60)

7. The Superintendent recommends approval of the following student transfers for the 2014-2015 school year. Parents will provide transportation.

## <u>District Reassignment:</u>

HRSTENAV	IE LASTINAMI	E TO	FROM	GRADE
Leon	Graham	Columbia	Suwannee	10
Garrett	Hunt	Lafayette	Suwannee	8
Jeremie	Thompson	Columbia	Suwannee	9
Simmons	Trace	Suwannee	Hamilton	2

#### **REGULAR AGENDA**

#### Chief Financial Officer – Vickie Music DePratter:

- 1. The Superintendent recommends approval and certification of the 2014-2015 Class Size Reduction Compliance Plan. (pgs. 61-64)
- 2. The Superintendent recommends approval of the Suwannee County School Board Internal Accounts Audit for fiscal year end June 30, 2014. (A copy will be provided to Board members.) (pg. 65)

#### <u>Director of Career, Technical, and Adult Education – Walter Boatright:</u>

3. The Superintendent recommends approval to proceed to re-name/re-brand Suwannee-Hamilton Technical Center with a name change to become a technical college. The official name will be recommended at a subsequent meeting. (pgs. 66-67)

## <u>Director of Information Technology – Josh Williams</u>:

4. The Superintendent recommends approval of the Suwannee County School District Digital Classroom Plan for 2014-2015. (pgs. 68-92)

## <u>Director of Student Services – Elizabeth Simpson:</u>

- 5. The Superintendent recommends approval of the following contract/agreement for the 2014-2015 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)
  - #2015-83 Suwannee County Public Schools Rate and Service Contract 2014-2015 between the Suwannee County School Board and Andretha Herring d/b/a Andretha Herring's Family Childcare Home for the Teen Parent Program (*New*) (pgs. 93-109)

## Director of Human Resources - Dr. Bill Brothers:

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

#3.05	Administrative Organization (revised) (pgs. 110-113)
#3.12	Public Information and Inspection of Records (revised)
	(pgs. 114-115)
#4.01	Student Progression Plan (revised) (pg. 116)
#4.017	Early High School Graduation (new) (pg. 117)
#4.02	The Curriculum (revised) (pgs. 118-122)
#4.021	Physical Education (revised) (pgs. 123-125)
#4.11	Allocation of Instructional Material (revised) (pg. 126)
#4.15	District and State-Wide Assessment Program (revised)
	(pgs. 127-128)
#4.16	Security of Tests (revised) (pg. 129)
#4.17	Challenged Materials (revised) (pgs. 130-134)
#5.021	Homeless Students (revised) (pgs. 135-139)
#5.03	Student Assignment (revised) (pgs. 140-142)
#5.107	Hazing (new) (pgs. 143-148)
#5.19	Student Records (revised) (pgs. 149-150)
#5.20	Directory Information (revised) (pgs. 151-152)
#6.80	Personnel Files (revised) (pgs. 153-155)
#6.81	Assessment of Employees (revised) (pgs. 156-157)
#6.811	Instructional Employee Performance Criteria (revised)
	(pg. 158)
#7.142	Bid Protest Resolution (revised) (pgs. 159-160)

- 7. The Superintendent recommends approval of the following contract/agreement for the 2014-2015 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)
  - #2015-86 Agreement for Educational Staffing between Kelly Services, Inc. and Suwannee County School Board, Florida (*New*) (pgs. 161-180)

8. Personnel Changes List (A copy is attached for Board members.) (pgs. 181-184)

## School Board Attorney - Leonard Dietzen:

9. Legal Counsel's Report

# <u>Superintendent of Schools – Jerry Scarborough:</u>

10. Superintendent's Report

## **School Board Members:**

11. Issues and concerns Board members may wish to discuss

End of Agenda

## SUWANNEE COUNTY SCHOOL BOARD WORKSHOP SESSION November 18, 2014

#### **MINUTES**

The Suwannee County School Board met in Workshop Session on this date in the School Board Meeting Room,  $702 - 2^{nd}$  Street, NW, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Catherine Cason, Ed DaSilva, and Ronald White, along with Superintendent Jerry Scarborough, Chief Financial Officer Vickie Music DePratter, and Administrative Secretary Karen Lager. School Board Member Julie Ulmer arrived at 11:09 a.m.

Administrators and others present: Dr. Bill Brothers, David Campbell, Mark Carver, Lisa Dorris, Janene Fitzpatrick, Jesse Lovelace, Ted Roush, Elizabeth Simpson, Lila Udell, and Josh Williams. Hunter Abercrombie, Terry Mixon, and Suwannee High School softball and baseball booster representatives were also present (arrived 12:31 p.m.).

Chairman Taylor called the meeting to order at 10:28 a.m.

Ms. Anderson shared a video and a PowerPoint presentation on the Imagine Learning program.

Resolution on Accountability (pgs. 2-4).....Leonard Dietzen

Janene Fitzpatrick

Jerry Taylor

Mr. Dietzen reviewed the proposed changes to the Resolution on Accountability. Consensus of the Board was to proceed with the Resolution as revised by Mr. Dietzen.

(Note: Mrs. Ulmer is now present at the workshop.)

Mrs. Fitzpatrick and Mr. Campbell distributed handouts regarding the proposed changes to the Student Progression Plans for our elementary and secondary schools. Mrs. Fitzpatrick reviewed the proposed changes for the secondary schools.

The workshop recessed at 11:27 a.m. and resumed at 12:31 p.m.

Mr. Campbell reviewed the proposed changes for the elementary schools.

Facilities Update......Mark Carver

Mr. Carver deferred to Mr. Roush, Hunter Abercrombie, Terry Mixon, and Suwannee High School softball and baseball booster representatives who provided information regarding the proposed booster-funded construction projects for covered batting cages for the two athletic programs. Mr. Taylor clarified there would be no cost to the District, and Mr. Abercrombie confirmed there would be no cost to the District. Consensus of Board members was to proceed with the projects.

Mr. Carver provided an update regarding the Facilities Department.

Kelly Services Presentation......Kelly Educational Staffing Representative (pgs. 53-63)

Mrs. Music DePratter provided background information regarding Kelly Services, who provide substitute teachers. Julie Gerts, with Kelly, provided a PowerPoint presentation regarding the services they offer. Consensus of the Board was to proceed with developing a contract with Kelly Services.

Mrs. Fitzpatrick and Mr. Williams distributed and reviewed a handout regarding the proposed Digital Classroom Plan.

Suwanne	e Primary School Cafeteria Re-DesignLisa Dorris/Mark Carver
proposed stated the	ris and Mr. Carver distributed and reviewed a handout regarding the re-design of the cafeteria at Suwannee Primary School. Mrs. Dorris ere would be no cost to the general fund; the project would be funded with vice funds.
ELL Upd	lateLila Udell
Mrs. Ude	ell distributed and reviewed a handout regarding ELL update.
Policy A	dditions and Revisions (pgs. 5-52)Dr. Bill Brothers
	ners reviewed the proposed changes to the following Suwannee County oard policies:
#3.05	Administrative Organization (revised)
#3.12	Public Information and Inspection of Records (revised)
#4.01	Student Progression Plan (revised)
#4.017	Early High School Graduation (new)
#4.02	The Curriculum (revised)
#4.021	Physical Education (revised) (Dr. Brothers will research additional
	information regarding the policy.)
#4.11	Allocation of Instructional Material (revised)
#4.15	District and State-Wide Assessment Program (revised) (Dr. Brothers
	will research additional information regarding the policy.)
#4.16	Security of Tests (revised)
#4.17	Challenged Materials (revised) (Dr. Brothers will research additional
	information regarding the policy.)
#5.021	Homeless Students (revised)
#5.107	Hazing (new)
#5.19	Student Records (revised)
#5.20	Directory Information (revised)
#6.80	Personnel Files (revised)
#6.81	Assessment of Employees (revised)
#6.811	Instructional Employee Performance Criteria (revised)
#7.142	Bid Protest Resolution (revised)

The workshop adjourned at 2:43 p.m.

## SUWANNEE COUNTY SCHOOL BOARD REORGANIZATION MEETING November 18, 2014

#### **MINUTES**

The Suwannee County School Board held a Reorganization Meeting on this date in the School Board Meeting Room, 702 - 2<sup>nd</sup> Street, NW, Live Oak, Florida. School Board members present were Catherine Cason, Ed daSilva, Jerry Taylor, Julie Ulmer, and Ronald White, along with Superintendent Jerry Scarborough, School Board Attorney Leonard Dietzen, and Administrative Secretary Karen Lager. Chief Financial Officer Vickie Music DePratter was absent.

Supt. Scarborough called the meeting to order at 5:44 p.m.

## Superintendent Presiding

1. Election of School Board Officers to serve through November 2015.

Nomination by Mrs. Ulmer, second by Mr. Taylor, for Mr. daSilva to serve as Chairman through November 2015. MOTION CARRIED UNANIMOUSLY

Supt. Scarborough turned the gavel over to Chairman daSilva.

Nomination by Mr. Taylor, second by Mr. White, for Mrs. Ulmer to serve as Vice-Chairperson through November 2015. MOTION CARRIED UNANIMOUSLY

## Chairman Presiding

2. Establishment of official meeting dates and times through November 2015.

MOTION by Mrs. Ulmer, second by Ms. Cason, to continue holding meetings on the fourth Tuesday of each month at 6:00 p.m., at the School Board Meeting Room,  $702 - 2^{nd}$  Street NW, Live Oak, Florida, with the exception of the February 2015 meeting, which will be held in Branford, Florida. MOTION CARRIED UNANIMOUSLY

3. Selection of one School Board member to serve as a Legislative Liaison and one School Board member to serve as an Alternate Legislative Liaison on the FSBA Legislative Committee.

Nomination by Mr. Taylor, second by Mrs. Ulmer, for Ms. Cason to serve as the Legislative Liaison on the FSBA Legislative Committee.

Nomination by Mrs. Ulmer, second by Ms. Cason, for Mr. White to serve as the Alternate Legislative Liaison on the FSBA Legislative Committee.

#### MOTIONS CARRIED UNANIMOUSLY

4. Selection of one School Board member to serve as the Small School District Council Consortium (SSDCC) School Board Designee for our District.

Nomination by Mrs. Ulmer, second by Mr. White, for Mr. Taylor to serve as the Small School District Council Consortium (SSDCC) School Board Designee for our District. MOTION CARRIED UNANIMOUSLY

The meeting adjourned at 5:50 p.m.

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## SUWANNEE COUNTY SCHOOL BOARD REGULAR MEETING November 18, 2014

#### **MINUTES**

The Suwannee County School Board met in Regular Session on this date in the School Board Meeting Room, 702 - 2<sup>nd</sup> Street, NW, Live Oak, Florida. School Board members present were Chairman Ed daSilva, Catherine Cason, Jerry Taylor, Julie Ulmer, and Ronald White, along with Superintendent Jerry Scarborough, School Board Attorney Leonard Dietzen, and Administrative Secretary Karen Lager. Chief Financial Officer Vickie Music DePratter was absent.

UTSC President Annette Kinsey and School Resource Officer Kim Lane were also present.

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

Student remarks and pledge to the flag by Suwannee Elementary School Safety Patrol student organization

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

> There were none.

MOTION by Mrs. Ulmer, second by Ms. Cason, for approval to adopt the Agenda. MOTION CARRIED UNANIMOUSLY

MOTION by Ms. Cason, second by Mr. Taylor, for approval of the Consent Agenda, with a correction to Contract #2015-77, Page 69, to strikethrough the entire page. 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. 7-23)

October 7, 2014

- Workshop Session

- Special Meeting

- Expulsion Issues Hearing (Private)

October 28, 2014

- Expulsion Issues Hearing (Private)

- Public Hearing

- Regular Meeting

2. Approval of the monthly financial statement for October 2014.

3. The following bills for the period October 1-31, 2014:

General Fund		
#155049 - 155479	\$	1,279,477.24
Electronic Fund Transfers		2,292,663.22
	\$	3,572,140.46
Federal Fund		
#46089 - 46233	\$	223,145.14
Electronic Fund Transfers		<u>258,704.54</u>
	\$	481,849.68
Food Service Fund		
#28952 - 29042	\$	308,420.29
Electronic Fund Transfers		69,411.82
	\$	377,832.11
2.0 LCIF		
#6959 - 6986	\$	238,393.28
Electronic Fund Transfers	•	728.14
	\$	239,121.42

4. Approval of the following budget amendments for fiscal year 2014-2015:

General	<u>LCIF</u>	Special Revenues
I-4	III-3	IV-4 (Federal)

- 5. Approval for disposal of property as per the attached Property Disposition Form dated November 18, 2014. (pgs. 24-25)
- 6. Approval of the following contracts/agreements for the 2014-2015 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)
  - #2015-63 Cooperative Agreement between Meridian Behavioral Healthcare, Inc. and the School Board of Suwannee County, Florida (*Renewal*) (pgs. 26-43)

#2015-75	Contract between the Florida Learning Alliance, Inc. (FLA,
	Inc.) and the District School Board of Suwannee County to
	provide a staff development management system referred to as
	Track Module and related support services (Renewal)
	(pgs. 44-50)
#2015-76	Contract for Evaluation Services Agreement between the
	Suwannee County School District and the Center for
	Assessment, Strategic Planning, Evaluation and Research, LLC
	d/b/a CASPER (Revised/Renewal) (pgs. 51-61)
#2015-77	Career Pathways Articulation Agreement between District
	School Board of Taylor County and Suwannee-Hamilton
	Technical Center, Web Development for Secondary Program
	Areas: Administrative Office Specialist and Medical
	Administrative Specialist (Revised/Renewal) (pgs. 62-70)
#2015-78	Career Pathways Articulation Agreement between District
	School Board of Madison County and Suwannee-Hamilton
	Technical Center, Allied Health Assisting for Secondary
	Program Areas: Patient Care Technician and Practical Nursing;
	Culinary Arts for Secondary Program Area: Commercial Foods
	and Culinary Arts; Digital Design for Secondary Program
	Areas: Administrative Office Specialist, Digital Design, and
	Medical Administrative Specialist; Early Childhood Education
	for Secondary Program Area: Early Childhood Education; Web
	Development for Secondary Program Areas: Administrative
	Office Specialist and Medical Administrative Specialist
	(Revised/Renewal) (pgs. 71-77)
#2015-79	District Interinstitutional Articulation Cooperative Agreement
	for Career Pathways between the District Board of Trustees of
	Santa Fe College, Florida and the School Board of Suwannee
	County (Renewal) (pgs. 85-101)
#2015-81	Career Pathways Articulation Agreement between District
	School Board of Hamilton County and Suwannee-Hamilton
	Technical Center, Culinary Arts for Secondary Program Area:
	Commercial Foods and Culinary Arts; Digital Design for
	Secondary Program Areas: Administrative Office Specialist,
	Digital Design, and Medical Administrative Specialist
	(Revised/Renewal) (pgs. 78-84)

7. Approval of the following student transfers for the 2014-2015 school year. Parents will provide transportation.

#### Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE -
Alexander	Espinoza	SPS	BES	1
Moises	Espinoza	SMS	BHS	6

#### **REGULAR AGENDA**

#### **Chief Financial Officer – Vickie Music DePratter:**

(Presented by Director of Human Resources – Dr. Bill Brothers)

- 1. MOTION by Mrs. Ulmer, second by Ms. Cason, for approval of the following changes to the purchasing cards issued through First Federal Bank of Florida: (pg. 102)
  - a. Issue new card to Ronald White, newly elected Suwannee County School Board Member for District 5
  - b. Cancel previously issued card to J.M. Holtzclaw, Suwannee County School Board Member for District 5

#### MOTION CARRIED UNANIMOUSLY

## Director of Career, Technical, and Adult Education - Walter Boatright:

2. MOTION by Mrs. Ulmer, second by Ms. Cason, for approval of the following contract/agreement for the 2014-2015 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2015-80 Affiliation Agreement between the Suwannee County School Board and Walgreen Company, Lake City, Florida, for the Pharmacy Technology Program (New) (pgs. 103-108)

#### MOTION CARRIED UNANIMOUSLY

## <u>Director of Curriculum and Instruction – Janene Fitzpatrick:</u>

3. Discussion and possible action on the following resolution for the 2014-2015 school year:

#2015-05R

Resolution on Accountability for Suwannee County School Board (Note: The resolution was on the November 18, 2014, Workshop Agenda for discussion.) (New) (pg. 109)

MOTION by Mr. Taylor, second by Mrs. Ulmer, for approval of the above Resolution on Accountability with changes noted and discussed at the Board workshop held today, November 18, 2014. MOTION CARRIED UNANIMOUSLY

#### Director of Facilities - Mark Carver:

- 4. MOTION by Mrs. Ulmer, second by Mr. Taylor, for approval of the Certificate of Final Completion and final payment of Bid #14-204 to Parrish McCall for the Suwannee Primary School Additions and Remodeling of Select Areas Project (final project cost \$1,174,955). (pgs. 110-116) MOTION CARRIED UNANIMOUSLY
- 5. MOTION by Mr. Taylor, second by Ms. Cason, for approval of a Suwannee High School (SHS) Baseball Booster-Funded construction for covered batting cages at the SHS baseball field. (pgs. 117-120) MOTION CARRIED UNANIMOUSLY
- 6. MOTION by Mrs. Ulmer, second by Mr. White, for approval of a Suwannee High School (SHS) Softball Booster-Funded construction for covered batting cages at the SHS softball field. (Note: The estimated cost of the project will be \$14,500, instead of \$7,500 as stated in the agenda memo/backup.) (pg. 121) MOTION CARRIED UNANIMOUSLY

## <u>Director of Food Service - Lisa Dorris</u>:

7. MOTION by Mrs. Ulmer, second by Ms. Cason, for approval of re-designing the cafeteria at Suwannee Primary School. (Funded by Food Service funds allocated in the previous year.) (pg. 122) MOTION CARRIED UNANIMOUSLY

- 8. MOTION by Mr. Taylor, second by Ms. Cason, for approval of the following personnel item for the 2014-2015 school year:
  - a. Increase two 6-hour Food Service worker positions to 8-hour Food Service worker positions at Suwannee Elementary School (pg. 123)

#### MOTION CARRIED UNANIMOUSLY

#### <u>Director of Human Resources – Dr. Bill Brothers:</u>

9. MOTION by Mrs. Ulmer, second by Mr. Taylor, for approval of the Personnel Changes List (pgs. 124-138) MOTION CARRIED UNANIMOUSLY

#### PERSONNEL CHANGES APPROVED:

## **RESIGNATION: NON-INSTRUCTIONAL:**

#### Suwannee Primary School:

Sarah Kelley, paraprofessional, effective December 19, 2014

## **RECOMMENDATIONS: INSTRUCTIONAL:**

## District Wide/21st Century:

The following to work as paraprofessional or teacher in the 21st Century Program: Elizabeth Johnston

Marcia Riegel

## Suwannee Middle School:

Toni Sherrell, teacher, effective November 5, 2014 REPLACES: Kelsey Land

## Suwannee-Hamilton Technical Center:

Sahara Perez, teacher, part-time/night-time. Salary paid from civics grant

## LEAVE OF ABSENCE (FAMILY AND MEDICAL LEAVE - FMLA):

## Branford High School:

Jennifer Holtzclaw, teacher, tentatively December 19, 2014 through June 9, 2015, using days as needed for insurance purposes

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

## Suwannee Primary School:

Jessica Johnson, teacher, August 13, 2014 through June 9, 2015, using days as needed for insurance purposes

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

## Suwannee Middle School:

Angela Hicks, teacher, October 29, 2014, until released by her doctor

# SUWANNEE-HAMILTON TECHNICAL CENTER: PART-TIME/HOURLY EMPLOYEES

## **COMMUNITY EDUCATION** (pending class enrollment.)

Jenna Bates

Sign Language

#### **SUPPLEMENTARY:**

<u>NAME</u>	<u>POSITION</u>	<b>LOCATION</b>	<u>REPLACES</u>
Mickey Dempsey	Girls' Golf Coach	BHS	
Carl Manna	Var. Boys' Asst. Basketball	BHS	
Perry Davis	J.V. Boys' Head Basketball	BHS	J. Hudson
David Allen	JV Head Football Coach	BHS	
Fred O'Quinn	J.V. Assistant Football Coach	BHS	
Fred O'Quinn	Varsity Head Baseball Coach	BHS	V. Wiggins
Fred O'Quinn	J.V. Head Baseball Coach	BHS	
Misty Ward	J.V. Volleyball Coach	BHS	
LaDon Terry	Varsity Volleyball Coach	BHS	
Pam Cassube	Middle School Volleyball	BHS	
Michelle Richards	J.V. Girls' Head Basketball	BHS	
Mindy Sikes	Girls' MS Head Basketball	BHS	
Carla Suggs	Varsity Girls' Head Basketball	BHS	
Perry Davis	Varsity Boys' Head Basketball	BHS	
Roy Harden	Boys' Track Coach	BHS	
Tim Clark	Girls' Track Coach	BHS	
Abbey Warren	Assistant Varsity Softball	BHS	
Pam Cassube	Head Varsity Softball Coach	BHS	
David Lee Laxton	Wrestling Coach	SHS	D. E. Laxton

#### **TERMINATION:**

#### District:

Gretchen Ohstrom, school psychologist, effective October 31, 2014

#### MISCELLANEOUS:

Jeff Smith resigned as head softball coach at Suwannee Middle School Billy McClelland resigned as assistant softball coach at Suwannee Middle School

## RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

#### Food Service Department/BHS:

Wendy Jones, assistant manager, temporary, effective November 28, 2014 REPLACES: Linda Kinsey

## Suwannee Elementary School/Food Service:

Melanie Rickett, assistant manager, effective November 3, 2014

REPLACES: Reba Hurst

### Suwannee Primary School:

Michael Fusco, custodian, effective October 24, 2014

REPLACES: Johnny McLeod

## **Transportation**

Sharna Blanco, bus driver, effective November 7, 2014

REPLACES: Michael Fusco

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

## Food Service Department/SHS:

Darlene Hillhouse, food service worker 6 hour, October 17-29, 2014, for a total of 42 hours

## LEAVE OF ABSENCE (FAMILY AND MEDICAL LEAVE - FMLA):

## **Transportation:**

Caren Fout, bus driver, August 19, 2014 through October 7, 2014

#### LEAVE OF ABSENCE (MATERNITY):

Suwannee Primary School:

Tamra Abercrombie, paraprofessional/lead CDA, tentatively January 5 through June 5, 2015

#### **REASSIGNMENT:**

<u>NAME</u>

FROM: SITE/POSITION

TO: SITE/POSITION

**REPLACES** 

Katherine Howard

SPS Food Service - 8 hr.

SPS Food Service - 6 hr.

TBA (Posted)

#### **STUDENT WORKERS:**

Daryl Miller

Culinary Arts

Kenneth Clayton

**Culinary Arts** 

Kacy McQuay

Early Childhood/My Play School

Genesis Leggett

Civics Grant

#### **SUBSTITUTES:**

The following as a substitute nurse:

Holly Wood

The following as substitute bus attendants:

Kimberly Bennett Colleen Gartner Joseph Kellum **VOLUNTEERS:** 

Russell Barrs Donna Abbott Tony Abbott Amber Bartelme Connie Abel Laura Bashaw Jennifer Bass Kaylee Acres Carrie Bass Wanda Adams Gary Adams Amy Bass Allison Adams Norman Bass Jennifer Adams Brenda Bates Mistie Aguilar **Tony Bates** Kelly Ahrens Senica Bates Jenna Bates Rianna Albritton Denille Alcorn **Brian Bates** 

Jessica Alcorn
Ashley Allen
Keri Amerson
Julie Anderson
Bobbie Anderson
Lara Anderson
Loretta Bautista-Rodriguez
Michelle Baxter
Clifford Bean
Melissa Beann
Amanda Beard
David Beard

Marie Andrew
Tyrone Ansley
Chanika Ansley

Marie Andrew
Heather Beauchamp
Jennifer Beaudoin
Nicole Beckner

Blanca Ardilla Lorri Bell
Shannon Arnold Leonel Benitez
Helen Arnone Chris Benson
Betty Asaris Tracy Betz
Sheree Atkins Brittany Bevins

Sherree Atkins

Tesha Blackburn-Westberry

Elisa Atkinson

John Blalock

Angele Blalock

Deserei Ault
James Aultman
Christopher Ayala
Heather Ayala
Angela Blalock
Amando Blanco
Sharna Blanco
Palizza Blue

Heather Ayala
Maddy Azcerra
Christine Boatright
Kutana Baker
Christine Bolline
Danielle Baker
Danielle Baker
Priscilla Banks
Lacy Barcellos
Sheri Barnes
Amanda Barnes
Palizza Blue
Christine Boatright
Christine Bolline
Sandra Bonds
Sandra Bonds
Tammy Bonds
Shirley Bonner
Michelle Boone

Victoria Boston Amy Boswell Rashonda Bowden Rashunda Bowden

Becky Bowen
Amanda Bowers
Edward Bowman
Melanie Bowman
Heather Boyer
Karrie Boyette
Evans Boyette
Regina Bradley
Corbin Bradow
Danelle Bradow

Matthew Bradow

Martha Branche

Penny Brannan

Katrina Brannon Edi Bravo

Taylisha Breidenbach

Amanda Bresk Amanda Bresle Tommy Brett Sarah Brewster Katheryne Brinson

Nina Brittain
Steve Bronson
Leeta Bronson
Frank Brookins
Shambreya Brooks

Andy Brown Claudia Brown Sheena Brown Viola Brown Pamela Brown Tiffany Brown Jandalon Brown Shawn Brown Olivia Browning

Katheyne Broxey Elizabeth Bruening Carla Bryant Audre Bryant Daniel Bryant Crystal Bryson Russell Bryson Angela Burkett Sylvia Burnham Kenny Burt Stephenie Busch Jennifer Butler Stephanie Butler Lamica Butler Shateea Butler Jennifer Butler Crystal Butler Laronda Butler Bethany Byrd Barton Byrd Betsy Byrd Lorisa Calloway Gloria Camejo Shirley Campbell Dean Cannon Kim Cannon William Cannon Christina Cannon Lacey Cannon James Cannon Erin Cannon April Cannon Katrina Cannon Ashley Cannon Krishtan Cannon Elizabeth Carden Misty Carpenter Teresa Carrier

**Ashley Carrier** 

Peggy Carroll

Sarah Carte Bridgette Carter Michelle Carter Casey Carter Rebecca Carter Amanda Cartwright Pamela Carty Jeremy Cary Lisa Cash Cathy Cashmore Misty Cashmore Craig Caskin Mary Caskin Catherine Cason Daniel Casteel Lindsey Casteel Catrina Castillo Kelly Caudill Claudia Caudill Alberto Cavazos Wanda Cavazos Maria Cedillo Elsy Cerritos Lorno Cerro-Benton Joseph Chamberlain Sharon Chamberlain Jenna Chancey Laura Chaney-Storey Sarah Chauncey Wendy Chauncey Janet Chauncey Paul Chauncey III Diane Chavez Kortney Cherry Jessica Childs Roger Clark Brenda Clark Penny Clark Zachary Clark Amanda Clark Katie Clark

Viola Clark DeAnna Clark Francis Clary Erin Clary Antoinette Clayton Marteen Clayton Mitchell Cline Janell Cline Virginia Coker Eleanor Coker John Coker Abbie Coker Amber Collier Tracy Combee Barbara Comer Lola Conner Laurie Cook Tawanna Cooks Candace Copeland Joan Corbett Pamela Corbin Lisa Corbin Tammy Corbin **Brandy Corbin** Tara Corbin Megan Corbin **Ashley Corbin** Skylynn Coupe Elaine Crapps Felicia Crawford Jenifer Creech **Brandi Crews** Michelle Cribbs **Brian Criggall** Kathie Crisp **Bobby Criss** Ila Crocker Latrelle Croft **Stacy Croft** Shanae Croft Sammie Cross

Samantha Crossno Clifton Crowe Paula Cummings Cynthia Curtis **Christy Curtis** Ashley Dalton Stephanie Dampier Steven Danaher Kelly Danaher Rebecca Daniel Dana Daniel Lillie Daniel **Kevin Daniels** April Darling Iris Daughtry Melody Davidson Jacine Davis Erin Davis Robert Davis Gloria Davis Melissa Davis Amanda Davis Kira Davis Charlen Davis Roderick Davis Desiree Davis Ashley Davis **Eugene Davis** Andrea Davis Dallas Deadwyler Erin Deadwyler Tiffany Dear Crystal Delcastillo Erika Delgado Michelle Dempsey Sabrina Denelsbeck Jennifer Denmark Pamela Dennis

Lakeshid Derico

Christa Derringer Rachel Derringer Elizabeth DeSalvo Mariel Diaz Lacey Dickerson Marcella Djulvez Monica Djulvez Carmen Donathan Samantha Dorsey Audra Dotson Janet Douglas Kimberly Douglas Timothy Douglas Ramona Driggers **Betty Driggers** Mary Driggers James Driggers Jr. Whitney Dubose James Dukes Elizabeth Dukes Shanna Dukes Melissa Dunn **Emily Dunn** Jennifer Durden Garrett Durham Kristina Durham Elizabeth Durrance Tommy Dye Robert Eaken Lynn Eaken Patience Eddings Paula Edwards Christopher Edwards AliceAnne Edwards David Edwards Matthew Ellefson Jennifer Ellefson Carolyn Eplin Matthew Erickson Tanya Erickson

Timothy Escobar Anairis Espinosa Araceli Espinoza Casey Estep Najera Evelin Kathy Ezell Lamonica Federick Ryan Felknor Sherri Felknor Tracy Felty-Janosh Daniel Fennell Jessica Fenton Samantha Ferguson Christopher Ferguson Chris Ferguson Crystal Fernandez April Fernandez Fabiola Fernandez Angelina Ferrell Donna Fewell Christina Fields Takale Fields Stephanie Fields Marilyn Filion Steven Fillyaw Leah Fillyaw **Bethany Fisher** Joseph Flanagan Thomas Fletcher Jennifer Fletcher Kristan Fletcher Leanna Folsom Ashley Fontenot Melissa Ford Joyce Ford Heather Forehand Victorian Fout Katrina Fowler Jeffery Fraddosio Amanda Fragd Samuel Fraley

Terry Escobar

Teresa Francis Brianna Franklin Jessica Frazier Chelsea Free Candace Freeman Mary Fridman Carmon Frier Matthew Frierson Amber Friis Sonya Fullbright Danell Fullbright Joyce Fullbright Barbara Fullbright Amy Fuller Stevan Furst Brenda Futch Martha Gabey Kevin Gabey **Brittney Gabey** Sabrina Galvin Mary Gamble Holly Gamble Kayla Gandiana Yanisleyvi Garcia Jessica Garcia Lorena Gardner Donna Garland Rebecca Garlick Heather Garrett Lori Garrett Jennifer Garrett Meredith Garrison Colleen Gartner Kimberly Gaskins Elena Gaskins Stephanie Gatlin Jeffrey Geering Lacey Geiger Jomarie Gellert Vernette George Kara George

Annette Gibbs Karen Gilbert Kayla Gillette Tia Ginn Amy Gohlke Casey Golden Sharon Golding Amy Gonlke Nicolas Gonzalez Shannon Gooden Avery Goodwin Jessica Gordy Laura Goss Yamile Grafas Glenda Graham Mary Grant Kristi Greene Annette Gregorio Amy Gregory Barbara Gregory Robert Griffith Elizabeth Grimm Timothy Grinstead Amanda Grinstead Tara Gross Johnnie Gude Justin Guenther Hannah Guenther Robin Guilmette Paul Guilmette Victoria Guy Dave Guyten Angelika Gwinn Irina Hacesone Kenya Hagan John Hales Jason Hall Michael Hall Ashley Hancock Robert Hancock Wendy Hancock

Amanda Hancock Toni Hansard Harold Hansard Ginger Harden Robert Hare Emma Hare Julia Harper Bryanna Harper Kimberly Harrell Andrew Harrell Dena Harrell Aaron Harris Amanda Harris Dana Harris **Brandy Harris** Travis Harris Gracelynn Harris Janet Harris Brandi Harrison Michelle Hart Laura Hartman Rebecca Hartsfield Kay Harvard Shirley Hatch Walter Hatch Sarah Hatch John Hawes Latoria Hawkins Mandy Hayes Robin Heath Derek Hedgespeth Cindy Heffernan Kathryn Hegenauer Effie Hemphill Thena Hendershot April Henderson Ieshia Henderson Teneshia Henderson-Pate John Hendrick Robin Hendrickson Patrick Hendrickson

Saundra Hernandez Jose-Hernandez Guadalupe Hernandez Alicia Hernandez David Hernandez Aurea Hernandez Solema Hernandez Riley Hernandez Dianne Herring Candice Herring Donna Herring James Herrington Jessica Hess Cynthia Hett **Sharon Higgins** Ada Higgins Gregory Hill Letitia Hill Catherine Hill Mercedez Hill Kalie Hingson Elizabeth Hinkle Jessika Hinkle Sheila Hinton Jennifer Hitt Carrie Hoch James Hodge Shana Hodge Carla Holinger Debra Holland **Brittany Hollie** Heather Holton Rosanna Holtzclaw Jamie Hopkins Amy Hopkins Mary Hopkins Travis Howard

Particia Howard

Margie Howard Kyndal Howard Delores Howell Valessa Howell James Howze Mike Hubbard Victoria Hudson Melissa Hughes Marty Humphries Mary Humphries Travis Humphries Kelley Humphries Lacey Humphries Cameron Humphries Jeremy Humphries Whitney Humphries Tori Humphries Wilma Hunnewell Eric Hunt Stephanie Hunt William Hunt Kelly Hurst **Brooke Hurst** Tiffany Hurst Mary Hygema Maria Ibarra Elizabeth Ice Walter Ingram Amber Ingram Jane Irby Toby Irby Suzannah Irby Courtney Ivan **Demetries Ivey** Marlon Ivey Akayvion Ivey Autumn Izor Mamie Jackson Jacob Jackson **Buddy Jackson** 

Melissa Jacobs Arminda Janousek James Janousek Lettie Jelks Rianna Jelks Andreita Jenkins Tresca Jenkins Michelle Jenkins Larry Jenkins Josie Jenkins Nicole Jenkins Anthony Jennings Georgia Jerkins Naela Jimenez Heymi Jimenez Charlotte Johnson Jesse Johnson Amy Johnson Ann Johnson Tawanna Johnson Krystal Johnson Crystal Johnson Rueben Johnson Eva Johnson Sean Johnson TaCarra Johnson Kaela Johnson **David Jones** Dawn Jones Tina Jones Kristy Jones Michelle Jones LaDonna Jones Yolanda Jones Lamarra Jones Alexis Jones Charity Keen Tammy Kelley Renita Kelly Jessica Kelly Joni Kelly

Jamie Jackson

Heidi Kerklin Richard Kerklin Siobhon Ketterer Tiffany Key Brittany Kight Sabrina King Nikky King Elizabeth King Nicole Kinsey Katie Kinsey Ronnie Kirby Kenny Kirby Amanda Kirby Judy Kitaif Lori Koon Donna Kramp Eugene Kramp Karen Krasewski Jennifer Kreis Craig Kurimay Jennifer LaCasse John Lacquey Karen Lager Keith Lager Yvonne Lajoie Myrtis Lambert Lawrence Land Tammy Land Harold Land, II Michael Landis Stacey Lane Allen Langford Cyndi Langford Lynn Lanier James Lanier Andrea Lanier Stephanie Lansford Lowell Law Robert Law

Lisa Law

Misty Law Heather Law Margaret Lawson Royon Lawson Crystal Lawson Tamrin Lee Cajun Lee Angela Lee Sarah Leffew-Flores Vanessa Leffler Myra Lewis Mevelyn Lewis Cheryl Lewis Sabrina Lieupo Roy Lindblade Charlene Lindblade Kandace Lindblade Brandi Linton Danielle Little Richard Little Jr Stephanie Littleton Marilyn Livingston **Summer Livingston** Daylenis Llorente Amy Lloyd Derek Loadholtz Paul Long Annette Lopez Jennifer Lopez Francisca Lopez Crystal Lopez Monica Lorenz Judith Loughran Adrienne Lovett **Daniel Lucier** Bill Lundin Kelly Lundy Amanda Luviano Donna Lynch Linda Lynch

Christine Mabey Douglas Mabey Johnny Mackey Hayes Maday Amanda Maddox Shawn Main Daniel Main Mary Mais Michael Malaguti Jackie Malaguti Faye Mancini Christina Mandeville Herbert Mantooth Janet Mantooth Josie March Alaina Marcozzi Rose Markham Jazmin Marreo Tonie Marsett Heather Marshall **Tracy Martin Ruby Martin** Amanda Martin Maria Martinez Regina Marvin Amanda Mathews Shawn Mattern Patriece Matthew Alan May Sebrina May Faustino Maya Shefbuch Mayhala Sharonda Mayo Magnilia Mayqualida Amity McCall Sherrel McCall Kevin McCall Penny McCall Latasha McClain Grace McClendon

Jenny McCook

Lynn Mabey

Chadwick **McCormick** Victor McDonald Mandy McDonald Randy McFarland Betty McFarland Lisa McGee Elizabeth McGraw Jeffery McIlwain Jeremiah McInnis Cricket McIntosh Heidi McIntosh Michel McLeod Amy McLeod Samantha McLeod James McMillan Jason McMillan Amanda McMillan **Tammy McWherter** Jordan Medley Trudy Meeks Holly Melland Kelly Melland Latricia Mendoza Tara Mercer Jennifer Merola Tina Meyer Richard Miles Priscilla Miles Melissa Miller Brandi Miller Kathryn Miller Andrew Miller Alicia Mills Jessica Mitchell

Monica Mitchell

James Montgomery

Siobhan Mitzel

Leslie Mobley

Odella Montgomery Susan Moody Crystal Moore Jane Moore Aaron Morales-Mendez Daniela Moreland Crystal Moreno Flora Moreno-Lopez Sean Morey Wanda Morgan Darcy Morgan Lacy Morgan Staten Morgan Christina Morgan Erin Morris Leigha Morrison Jesse Morrison Brian Moseley Misty Moseley Darryl Mosley Denise Mosley Nikita Mosley Douglas Mullen Melvin Mullins Helen Mullins Michelle Murnahan Judithann Murray Mary Murray-Mais Peggy Musgrove Jennifer Napier Gina Nardiello-Ruiz Charity Nasworthy Norma Nealon **Bobbie Necessary** Jennifer Neely Renada Nelson-Gayten Pamela Nettles Michael Nettles Lindsey Nettles Justin Ni

Linda Nicholson Ashley Nicholson Robert Nicholson, Jr Mark Nickerson Terresa Nickerson Kyle Nickerson Morgan Nickerson James Nielsen Toribro Nieto James Noe Dana Norman Tim Norris Amanda Norris Kristina North Morgan North Jennifer Northrop James Norton Marsha Norton Heather Ogburn Shaunta Oglesby Mary Ohlfs Julia Oliva Kassandra Oliver Daniel Olson Selena O'Neal Wanda O'Neal Kelly Onuska Eugene Orr Honoria Ortega Traci Osborn Wesley Osgood Shannon Osgood Andrianne O'Steen Taryn Ott Secilie Owens Adrienne Owens Torniqua Owens Danielle Paluzzi Lucretia Pappa Carl Pappa Jr Amy Paramore

Marlee Nicholas

Sandra Parker Ronald Parker **Bridget Parks** Ravinn Parr Lorgenia Parsons Rahul Patel Toni Patterson Judith Patton Teresa Paulsen **Emily Peacock** Jerri Pecanha Nora Pecina Jennifer Perez Leticia Perez Ramona Perkins Lori Perry Jessica Petri Ashton Petterson Georgia Pettery Amanda Pettingill Lindsey Phelan LeAnn Phillips Crystal Phillips Arnold Philmore Stefani Philpot Shelley Pickles Doris Pierce Dellalee Piper Shelia Pittman **Robert Pitts Nancy Pitts** Ronnie Plummer Shanquesta Plummer Lawrence Plympton Jennifer Ponder Connie Poole Laura Poore

Lillie Porter

Deanna Porter

Cristan Poucher Marla Poucher Tonya Poulton Kelly Presnell Crystal Presnell Marilyn Prins Janette Pruett John Puckey Carolyn Purdy Kelli Quincy Melisa Quinones Bethann Raga Stacey Ragans Ana Ramirez-Rivera Victoria Ramsev Lindsey Ramsey Krystal Ramsey Kimberly Ranck Timothy Ratliff Kerri Ratliff Heather Raulerson Brandi Raulerson Linda Ray Brandi Rea Brenda Reed Myra Regan Evelia Resendiz Rebecca Retherford Amber Rex Sonnia Reynolds Shalenthia Reynolds Chloe Richard Luke Richards Brenda Richardson Cara Richmond Arthur Riegel Anita Riels Jamie Riggs Tyesha Riley Patricia Rios

Karen Ritter **Beverly Ritter** Ethan Roberts Lisa Roberts Jason Roberts Nancy Roberts Richard Roberts Rebecca Roberts Thomas Roberts **Brittany Roberts** Megan Roberts Tina Roberts-Hammock Maryann Robertson Ronald Robinson Tabbi Robinson Laura Robinson Ronnika Robinson Andrew Robinson Linda Roddenberry Jonathan Rodriguez Juana Rodriguez Jennifer Rogers Sheri Rogers **Ivett Romulo** Andrew Ross Reathea Ross Nicole Ross Teresa Roumillat Tina Roush Ted Roush Sheyla Ruiz Crystal Russell Tammy Ryan Lauri Ryder Lauren Ryder Julie Saavedra Heather Sabourin Jennifer Saichek Mayra Salazar Jillan Salter Yvonne Samperio

Annette Rissman

Shannon Sanders Joseph Sanderson Amy Sansouci Marisol Santana Figueroa Santiago Stefani Santos Richard Sapp Chelsea Sapp Thomas Sapp Patricia Sapp Rebecca Sapp Carolina Saravia SueAnn Sasser Amanda Sawyers Ashley Scarborough Yancey Scheuner Deborah Scott Rhonda Scott Barbara Scott Stephanie Scott **Lindsay Scott** Joy Sedgley Dulce Segura **Brandy Sellers** Annette Selph Amanda Senea Francis Sessions Cheri Sexton

Jennifer Shaw

Robin Shea

Erin Sheehan

Pamela Shelton

Millie Sherrell

Rachel Shiver

Cassie Shuler

Peter Shurter

Mendy Sikes

**Driskell Shurter** 

Amanda Shockley William Shuler

Samantha Simmons John Simpo Amanda Simpson Barbara Sinawa Christina Sivik Terri Skinner Tina Slaughter Mandy Slaughter Tammy Smith Donna Smith Tiffany Smith Jeremiah Smith Benjamin Smith Wilonia Smith Katie Smith Deanna Smith Leslie Smith Rebecca Smith Katie Smith Darnetta Smith Nicole Smith Samantha Smith Angelic Smith-Oatsvall Laura Smith-Oatsvall Krystina Snider **Kurt Snipes** Nina Snipes Holley Snyder Joan Soto Jessica Spears Linda Spikes William Spikes III Sylivia Spivey Martha Spiwak Loretta St.Clair Leroy Stacy Carol Stalvey Tylyn Stansel Michell Starling William Starling

Misti Simmons

Heather Starling **Bridget Stegall** Michelle Stellabotte Wilma Stephens Kayla Stephens Carol Stevens Janet Stewart Jamie Stewart Janet Stiles Jessica Stillwell Patricia Stonesifer Bruce Stonesifer Cynthia Stratton Nicole Stratton Kari Stratton Jamie Strickalnd Karri Strong-Mercer Karri Sullivan Kevin Sullivan **Dusty Sullivan** Tanya Surgener Emilia Swanson Michael Swartz Kara Swiney Brenda Sword Joshua Sword Mary Taccati-Hoover Dwayne Talton Angela Tanner Gross Tara Amy Tatum Alice Taylor Sarah Taylor Judy Taylor Erin Taylor Juan Taylor Timothy Taylor Martha Taylor Jackie Taylor Edna Taylor Amanda Teachman

Carol Terry
John Terry
Donna Terry
Aleshia Terry
Christina Terry
Sonal Thakor
Jennifer Thomas
Jennifer

Jennifer
Thompson

Paula Thompson Jessica Thrasher Allyson Tilley Ashley Tillman

Jennifer Tillman Amy Timberlake Briana Toledo

Smilena Tomlinson

Harold Tomlinson

Tammy
Tomlinson
Clayton
Tomlinson

Denny Tompkins Carrie Torres Justo Torres

Nadia Torres Misty Touchton

Tifany
Trowbridge
Juanita Troyer
Kimberly Tuckey
Johnny Turnage
Tiffany Turnage
Ashley Turnage

Tiffany Turner Nanette Tyler Mason Tyler

Matthew Tyre Denita Tyre

Heather Underhill

Edith Underwood Melissa Underwood Brenda Valentin

Melissa Van Meter

Lynda Vann
Lisa Vasil
Karen Veal
William Veal
Flor Vega
Leticia Villeda
Lindsey Vinson
Latonia Virgil

Stephanie Virgil

Meredith Voss-Dortch

Jessica Wagner Crystal Waits Wyatt Walker Melissa Walker Angela Walker Meagan Walker Meagan Walker Andrea Walker Hallie Walker Shannon Walker Margaret Walker Shelia Walker

Tresca Walker
Jawanna Walker
Lashonda Walker
Tiffany Walker
Jessica Wallen

Randi Wardrep Melissa Ware Leslie Warner Tara Warner Lesley Warren Marie Warren

David Warren Erica Washington Barry Washington

Amber Waters Terri Watley Tina Webb Olivia Webb Linda Webb Tonya Webb Debra Weber

Norhaya Weisner Constance Welch Melissa Welch Steven Welch Cassandra Wells Samantha Wenig

Sharon Westberry

Shekedra Wheeler Misty Whitaker Dolores White Christina White Tammy White Mindy White Ethan White Charquite White

Daniel Whitfield Wendy Whitfield Crystal Whitt

Nicole Whittington

Linda Whittle

Angracia Wielzen-Lee
Lindsay Wiggins
Timothy Wiggins
Timberly Wilcox
Michelle Wilder
Leslie Wilder
Teri Wilhoite
Debbie Wilkin

Marlene Williams Paul Williams

Margaret Williams
Jacqueline Williams
Sharon Williams

Natasha Williams Danielle Williams Amber Williams Tammy Williams
Jennifer Williams
Pamela Williams
Laura Williams
MaryAnn
Williams
Cori Williams
Brian Williamson
Kelli Williamson
Brandy
Williamson
Amanda
Williamson
Tracy Willis

Misty Willis
Sara Wilson
Amber Wilson
Bobbie Winding
Jennifer Winnett
Chase Wojcik
Tina Wolfe
Michael Wood
Angela Wood
Rhonda Wood
Wendy Woods
Debbie Worth
Rebecca Wyrick
Yolanda Xithe

Barry Young
Jeannie Young
Jessica Young
Lorisa Young
Sheila Young
Christopher Young
Naidamar Zarala
Dominick Zienbu
Rainy Zimmerman
John Zimmermann

End of List 2014-2015 School Year

## School Board Attorney - Leonard Dietzen:

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

## Superintendent of Schools - Jerry Scarborough:

11. Superintendent's Report – Mr. Scarborough shared copies of the Buccaneer Drift newspaper with Board members, and noted that Tiffany White (Ronald White's daughter) is the Editor, who is in attendance at tonight's Board meeting. No other matters to report.

## **School Board Members:**

- 12. Issues and concerns Board members may wish to discuss
  - Board members welcomed Ronald White, as the new School Board member for District 5. They also wished everyone a happy and safe Thanksgiving.

The meeting adjourned at 6:31 p.m.

## SUWANNEE COUNTY SCHOOL BOARD



Serving The Children Of Our Community

702 - 2<sup>nd</sup> Street, NW • Live Oak, Florida 32064 Telephone: (386) 647-4600 • Fax: (386) 364-2635 www.suwannee.k12.fl.us

> JERRY A. SCARBOROUGH Superintendent of Schools

JERRY TAYLOR DISTRICT 1

CATHERINE CASON DISTRICT 2

> JULIE ULMER DISTRICT 3

ED DA SILVA DISTRICT 4

RONALD WHITE DISTRICT 5

LEONARD J. DIETZEN, III BOARD ATTORNEY

#### **MEMORANDUM**

TO:

Jerry A. Scarborough, Superintendent of Schools JAS/BB

FROM:

Mark A. Carver, Director of Facilities

DATE:

December 1, 2014

RE:

Agenda Item for December 16, 2014, Regular Board Meeting

#### **RECOMMENDATION:**

The Superintendent recommends approval of Property Records Disposition Form for December, 2014.

#### **BACKGROUND:**

Capitalized assets are obsolete or no longer serviceable.

# SUWANNEE COUNTY SCHOOL BOARD

# PROPERTY DISPOSITION FORM BOARD MEETING

**DECEMBER 2014** 

PROPERTY RECORD #	ITEM DESCRIPTION	ORIGINAL PURCHASE PRICE	ORIGINAL PURCHASE DATE	COST CENTER	REQUESTED DISPOSITION
99001777	Camcorder	\$ 1,899.00	Mar-99	BES	Surplus
99001780	Camcorder	\$ 1,699.00	Sep-97	BES	Surplus
99000404	Printer, Laser	\$ 932.10	Aug-99	SHS	Surplus
99003700	Bench, Lab	\$ 1,336.89	Jan-94	SHS	Surplus
99003736	Pitching Machine	\$ 1,295.00	Apr-85	SHS	Surplus
99005588	Printer, Laser	\$ 987.00	Aug-06	SHS	Surplus
99007287	Cart, Laptop w/Electric	\$ 1,375.00	Sep-10	SHS	Surplus
		•			
	\				
,	TOTAL	\$ 9,523.99			-

Requested By:		Approved By:	
•	Mark A. Carver, Director of Property Records		Superintendent
·,	12/16/2014		
-34·	Date		Board Chairman

12/3/2014

SCSD

Page 1 of 1

## SUWANNEE COUNTY SCHOOL BOARD



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> JERRY A. SCARBOROUGH Superintendent of Schools

JERRY TAYLOR DISTRICT 1

CATHERINE CASON DISTRICT 2

> JULIE ULMER DISTRICT 3

ED DA SILVA DISTRICT 4

RONALD WHITE DISTRICT 5

LEONARD J. DIETZEN, III BOARD ATTORNEY

#### MEMORANDUM

TO:

Jerry Scarborough, Superintendent of Schools Vickie Music DePratter, Chief Financial Officer

FROM:

**DATE:** 

November 20, 2014

RE:

Agenda Item for December 16, 2014, Regular Meeting

#### **RECOMMENDATION:**

The Superintendent recommends approval of the following contract agreement:

#2015-82 Panhandle Area Educational Consortium Contract Agreement for GASB 45 (Renewal)

#### **BACKGROUND:**

The District is required to have an actuarial study performed in order to record other postemployment benefits into the financial statements. The District's other postemployment benefits consist of retiree health insurance. Suwannee is a participating district with PAEC who has engaged the services of Gabriel, Roeder, Smith & Company (GRS) to perform the actuarial services. The cost for Suwannee District Schools to participate is \$8,900.

This agreement has been reviewed and approved by Mr. Leonard Dietzen, Suwannee County School Board attorney.

15-176

## Panhandle Area Educational Consortium Contract Agreement

Suwannee -

THIS CONTRACT is entered into by and between the Panhandle Area Educational Consortium, through its District of Record, the Washington County School Board, 753 West Boulevard Chipley Florida 32428 hereinafter called "contractee", and Gabriel, Roeder, Smith & Company, One East Broward Blvd. Ft. Lauderdale Florida 33301 hereinafter called "contractor," entitled RM/PC/Surplus, funded by the selected school districts as indicated.

The contract will commence October 1, 2014 and will continue until September 30, 2016. Lele Sobey will direct the activities of the contract.

The Contractee agrees to compensate contractor for the amount of up to \$142,400 (\$8,900 per participating district and PAEC). The payment schedule will be PAEC will pay GRS half the contract amount upon execution of engagement letters with participating districts and half upon delivery of draft reports to districts.. The invoice should be signed by the contractor, reference the PAEC contract number, as shown above, include appropriate supporting documentation, and should be forwarded to the Frances Rogers, PAEC, 753 West Boulevard, Chipley, FL 32428. Lele Sobey shall approve submitted material and invoices before payment is made.

PAEC will not be responsible for payment of any Worker's Compensation claims to the contractor or any employee of the contractor. The contractor understands that he/she is an independent contractor.

If applicable, verification of Level 2 screening, as stated in F.S. 1012.465, must be submitted to the PAEC Risk Management Department and approved before contract can be presented to the Washington County School Board, District of Record, for approval.

The services provided through this contract are stipulated as follows:

The contractor, Gabriel, Roeder, Smith & Company will:

1. Provide actuarial services to determine long term liability for retiree benefits for reporting on district annual financial statement as required under GASB Statement No. 45 OPEB (Other Post Employment Benefits).

The contractee, Panhandle Area Educational Consortium, through its District of Record, the Washington County School Board will:

- 1. Provide coordination between districts and contractor to facilitate exchange of information necessary for performance of contractual services.
- 2. Facilitate delivery of reports to districts to meet district reporting deadlines.
- 3. Provide payment to the contractor in a timely manner.

This contract is subject to the requirements of EDGAR Subpart 80 C Financial Administration – Sec. 80.35 Subawards to debarred and suspended parties.

a. No award will be made to parties that have been suspended or debarred from participation in federal assistance programs. A review of the official site for debarred and suspended parties or otherwise ineligible parties will be made prior to approval of this contract. Evidence of parties of this contract being included in such listings will deem the contractor ineligible making this contract null and void. By Executive Order 12549 and 12689, "Debarment and Suspension."

The contractor, as defined by the Attorney General Opinion No. 062-120, will perform all services and furnish all labor at the Payee/Grantee's risk assuming full responsibility for completion of services stipulated. The contractor is the party providing the services; the contractee is the party receiving the services and providing the payment for the services.

This Agreement is subject to the Laws of the State of Florida, in particular, the below listed provisions found in Florida Statutes 287.058, 287.0582, 216.347 and 215.422:

#### 287.058 -

- a. A provision that bills for fees or other compensation for services or expenses be submitted in detail sufficient for a proper preaudit and postaudit thereof.
  - c. A provision allowing unilateral cancellation by the agency for refusal by the contractor to allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and s. 119.07(1).
- (2) The agency head and the contractor prior to the rendering of any contractual service shall sign the written agreement. 287.0582 -

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

216.347 -

The terms of this agreement prohibit the expenditure of funds for the purpose of lobbying the Legislature or a state agency.

#### 215 422 -

Agencies have 5 working days to inspect and approve goods and services, unless bid specifications or the P.O. specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at the agency's main office. Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of eligibility for payment is determined, and the daily interest rate is .03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State Agency, may be contacted at the agency's main office.

1012.465-

(1) Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet Level 2 screening requirements as described in s. 1012.32, F.S. Contractual personnel shall include any vendor, individual, or entity under contract with the school board.

This Contract is also subject to the Laws of the United States of America, in particular those provisions for procurement - Contract Administration described in Title 34, Section 80.36(i), Code of Federal Regulations not previously covered in the above references to Florida Statutes. These provisions are:

- a. All records supporting project activities and the expenditure of funds must be maintained for a minimum of three years after the final payments and all other pending matters are closed.
- b. Access will be allowed by the grantee, the subgrantee, the Federal Grantor Agency, the Comptroller General of the United States or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- c. The contractor understands that grantee will give the contractor thirty (30) days to take corrective action should it be determined that there is a violation of the contract. If corrective action is not taken by the contractor, funding will be withheld or revoked.
- d. For a contract in excess of \$10,000, the contractor understands that modifications and/or revisions to the financial and/or program aspects of this contract may be required as a result of changes in the grantee funding allocations. The contractor understands and agrees that if either party desires to change, modify, or terminate this Agreement, the proposed changes shall be negotiated and shall be written documents executed by both parties.

#### **Audit Requirements**

- A. If the contractor is a non-Federal entity that, during the effective period of this contract, expends \$500,000 or more in a year in Federal awards, the contractor shall have an audit conducted for that year in accordance with OMB Circular A-133 or in accordance with other applicable Federal regulations if excluded from coverage under OMB Circular A-133.
- B. A contractor who is required to have an audit conducted in accordance with the provisions of OMB Circular A-133, shall submit to PAEC a copy of the Reporting Package (as defined in the circular) when the schedule of findings and questioned costs disclose audit findings relating to this contract or when the summary schedule of prior audit findings reports the status of any audit findings relating to this contract.
- C. When the contractor is not required to submit the Reporting Package pursuant to Paragraph B above, the contractor shall submit to PAEC written notification that:
  - An audit of the contractor was conducted in accordance with OMB Circular A-133, including timely filing;
  - 2. The schedule of findings and questioned costs disclosed no audit findings relating to any Federal award that PAEC provided;
  - 3. The summary schedule of prior audit findings did not report on the status of any audit findings relating to any Federal award that PAEC provided;
  - 4. No material issues of non-compliance were reported; and
  - 5. No reportable conditions related to internal controls were reported.
- D. A contractor excluded from coverage under OMB Circular A-133 and audited in accordance with other applicable Federal regulations, shall submit to PAEC a copy of all audit reports disclosing findings or questioned costs related to this contract or any Federal award that PAEC provided.

The contractor must identify the period covered by the audit and the name, amount, and CFDA number of the Federal award provided by PAEC. The contractor shall submit the documentation described above to PAEC within 30 days after receipt of the auditor's report but no later than nine months after the end of the audit period, unless a longer period is agreed to by the contractor's cognizant audit agency.

The address to which the foregoing shall be submitted is

PAEC ATTN: Lele Sobey 753 West Blvd. Chipley, FL 32428

#### Non-discrimination

The contractor agrees that no person will, on the basis of race, color, national origin, creed or religion be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination pursuant to the Act governing these funds or any project, program, activity or sub-grant supported by the requirements of (a) Title VI of the Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended which prohibits discrimination in employment or any program or activity that receives or benefits from federal financial assistance on the basis of handicaps; (d) Age Discrimination Act 1975, as amended which prohibits discrimination on the basis of age, (e) Equal Employment Opportunity Program

(EEOP) must meet the requirements of 28 CFR 42.301.

Force Majeure

Neither party shall be in breach of this contract if there is a total or partial failure by it in its duties and obligations occasioned by any act of God, fire, act of foreign, federal, state or local government, or any other reason beyond its reasonable control. In the event of delay in performance due to any such cause, the date of the delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

IN WITNESS WHEREFORE, the parties have executed this CONTRACT/MODIFICATION and signing, thereby validating this CONTRACT/MODIFICATION, the parties also certify that each possesses legal authority to contractually bind their respective organizations in their capacity as a signatory official.

Contractee	Gabriel, Roeder, Smith & Company		
Herbert J. Taylor, Superintendent Washington County School Board			
Date	Date		
	_ 38-1691268		
Patrick L. McDaniel, Executive Director Panhandle Area Educational Consortium	Federal ID #		
Date	Jerry Scarborough, Superintendent Suwannee County District Schools		
59-6000898 Federal ID#	Date		
WCSB Date: October 13, 2014			
*~~	Chairperson, Suwannee County School Board		
•	15-176		
	"Approved as to Form and Sufficiency BY		
•	Leonard J. Dietzen, III		
•	Rumberger, Kirk & Caldwell, P.A.		

Suwannee School Board Attorney"

#### SCSB 2015-82 (RENEWAL)



Gabriel Roeder Smith & Company Consultants & Actuaries

One East Broward Blvd. Suite 505 Ft. Lauderdale, FL 33301-1872 954.527.1616 phone 954.525.0083 fax www.gabrielroeder.com

October 6, 2014

Mr. Patrick L. McDaniel, Executive Director Panhandle Area Educational Consortium 753 West Boulevard Chipley, Florida 32428

Re: Actuarial Services Required under GASB Statement No. 45 OPEB (Other Post-Employment Benefits) for Districts Participating in Gateway

Dear Mr. McDaniel:

Gabriel, Roeder, Smith & Company (GRS) is pleased to provide actuarial services to each Participating District, including PAEC itself, in the Gateway program sponsored by the Panhandle Area Educational Consortium. By signing at the end of this Engagement Letter, all three parties (GRS, the District and the Consortium) agree to the terms set forth below. With respect to the actuarial services described herein for each District, the principal client of GRS is each respective District.

#### **GRS**

- 1. GRS agrees to provide telephone assistance and training, as needed, to Consortium staff regarding the OPEB Data Request and the Summary of OPEB Plan Provisions and any other related matters.
- 2. GRS agrees to perform an actuarial valuation of each participating District's OPEB as of October 1, 2014, pursuant to GASB Statement No. 45 and to prepare a separate formal report for each participating District. This report will constitute the deliverable under this agreement for each participating District. The report will present all actuarial numbers needed for the respective participating District to comply with GASB Statement No. 45 with respect to its financial statements for the fiscal year ending June 30, 2015. This report will be prepared assuming the participating District continues its OPEB plan on an unfunded (no OPEB Trust) basis for such fiscal year.
- 3. GRS will perform each District's actuarial valuation in accordance with the relevant Actuarial Standards of Practice and Code of Professional Conduct, as adopted by the Actuarial Standards Board. In addition, the results of each such actuarial valuation may be used in the preparation of the respective District's financial statement and in accordance with GASB Statement No. 45 and the related Comprehensive Implementation Guide.
- 4. The report will include results for two years' reporting requirements: fiscal years ending June 30, 2015 and 2016. This is similar to the prior engagement. No additional work or fees are necessary in the off-year unless there are "significant changes" as described by GASB.
- 5. The contents of each separate actuarial valuation report (for each participating District) will include:
  - a. An inside cover letter signed by the lead actuary,
  - b. An Executive Summary

- c. A section with charts and tables presenting a summary of valuation results and actuarial numbers which can be used in preparing the financial statement for the fiscal year ending June 30, 2015. These charts and tables will include, at a minimum:
  - i. The Annual Required Contributions (ARC) and the Annual OPEB Cost (AOC). These are the actual numbers which can be used in preparation of such financial statement.
  - ii. The report will include the *expected* employer contribution. This number will be the actual number used for employer contributions in such financial statement for fully insured benefits. However, it is merely an estimate of what is expected to be the employer contribution in such financial statement for self-insured benefits. The actual employer contribution (for self-insured benefit plans) to be reflected in the financial statements will be determined by the participating District based on instructions provided by GRS in the report or other communications and based on actual claims and other information provided by the claims payer.
  - iii. The report will include the expected Net OPEB Obligation (NOO) for the year. Again, this will be the actual number used for the NOO in such financial statement for fully insured benefits, but only an estimate for self-insured benefits included.
  - iv. The report will include the Actuarial Accrued Liability (AAL) as of October 1, 2014.
- d. A section presenting information on the Development of Per Capita Costs employed in the report.
- e. A section presenting all relevant Actuarial Assumptions and Methods employed in the Report.
- f. A section presenting the Summary of OPEB Plan Provisions.
- g. An appendix containing various disclosures necessary for reporting costs and liabilities pursuant to GASB Statement No. 45 for the two fiscal years ending June 30, 2015 and 2016.
- 6. A final version of the report for each District will be forwarded to the designated representative at each such District.
- 7. For the year ending June 30, 2016, GRS will review any plan changes communicated by the Consortium and provide the District with advice concerning whether they qualify as "significant changes" according to GASB, in which case a new or updated actuarial valuation would be required for the year ending June 30, 2016.
- 8. GRS will be available to any participating District which requests additional actuarial and consulting services directly from GRS relating to this engagement and its employee benefit plans. The actuarial and consulting services covered under this cooperative Engagement Letter (and included in the Base Fee) are limited to those services described in items 1 through 7, above, with

respect to the actuarial valuation as of October 1, 2014 with results applicable to the fiscal years ending June 30, 2015 and 2016. The participating District may request additional actuarial and consulting services directly from GRS related to this engagement and its employee benefit plans in general for additional fees. These services may include:

- a. While this actuarial valuation report will provide results for two fiscal years' reporting requirements, June 30, 2015 and 2016, GASB requires a new or updated actuarial valuation in the event of any "significant changes". GRS will provide additional valuation services if requested by the District in order to perform a new or updated actuarial valuation in the event that "significant changes" have occurred.
- b. Additional actuarial calculations or consulting services regarding the establishment of an OPEB Trust.
- c. Additional actuarial calculations or consulting services regarding alternative OPEB plan designs, such as changing the level of subsidies, eligibilities, Medicare incentives and alternatives, etc.
- d. On-site meetings at the District's own location for presentations or educational workshops for District staff, Committees or Board.
- e. Other benefits consulting.

These would not be part of this Engagement Letter or otherwise under the umbrella of the Consortium, but would be engagements by the participating District directly with GRS. Fees and terms for such additional services shall be agreed upon in advance between GRS and the participating District and shall be paid directly to GRS by such participating District.

9. GRS will bill the Consortium for the Base Fee (described at the end of this Engagement Letter) for the initial actuarial valuation report described in items 1 through 7, above.

#### Participating District

- 10. The participating District's management will appoint a primary representative responsible for this GASB Statement No. 45 project, at the District level. For example, for many Districts, this might be the Finance Director. While there may be other individuals at the District with whom Consortium and GRS staff may have contact and while the Consortium staff has numerous responsibilities and duties to conduct themselves, this individual should be considered the primary District contact responsible for the project, at the District level.
- 11. The participating District agrees to provide the Consortium with the authorization necessary for it to receive all requested data, documents or reports from Florida Retirement System and from each relevant insurance company, health maintenance organization, prescriptions benefit manager, or third party administrator.

- 12. The participating District agrees to provide the Consortium with a signed representation letter attesting to the reasonable steps it has taken to ensure that all member census, data, documents, reports, and other information it provides to the Consortium are complete and accurate, and that the Consortium and GRS may rely upon such data, documents, reports and other information with no duty to inquire or audit.
- 13. The participating District may request additional actuarial and consulting services directly from GRS relating to this engagement and its employee benefit plans. The actuarial and consulting services covered under this cooperative Engagement Letter (and included in the Base Fee) are limited to those services described in items 1 through 7, above, with respect to the actuarial valuation as of October 1, 2014 with results applicable to the fiscal years ending June 30, 2015 and 2016. The participating District may request additional actuarial and consulting services directly from GRS related to this engagement and its employee benefit plans in general for additional fees. These services may include:
  - a. While this actuarial valuation report will provide results for two fiscal years' reporting requirements, June 30, 2015 and 2016, GASB requires a new or updated actuarial valuation in the event of any "significant changes". GRS will provide additional valuation services if requested by the District in order to perform a new or updated actuarial valuation in the event that "significant changes" have occurred.
  - b. Additional actuarial calculations or consulting services regarding the establishment of an OPEB Trust.
  - c. Additional actuarial calculations or consulting services regarding alternative OPEB plan designs, such as changing the level of subsidies, eligibilities, Medicare incentives and alternatives, etc.
  - d. On-site meetings at the District's own location for presentations or educational workshops for District staff, Committees or Board.
  - e. Other benefits consulting.

These would not part of this Engagement Letter or otherwise under the umbrella of the Consortium, but would be engagements by the participating District directly with GRS. Fees and terms for such additional services shall be agreed upon in advance between GRS and the participating District and shall be paid directly to GRS by such participating District.

- 14. Any participating District with self-insured benefits is responsible for determining its own "employer contributions" for offsetting against its Annual OPEB Cost for each fiscal year, FY15 and later. Any participating District with fully insured benefits will be able to use the "employer contributions" provided by GRS for FY15 and later.
- 15. The participating District is responsible for drafting any narrative portions of its own Notes to Financial Statements relating to GASB Statement No. 45 OPEB, subject to templates or other guidance provided by the Florida Department of Education.

16. The participating District may release copies of the deliverable (the Actuarial Report) to other parties, but only in its entirety.

#### Consortium

- 17. The Consortium will collect all member census data requested by GRS, reformat and consolidate such data to conform to the specifications provided by GRS in the OPEB Data Request and forward such data to GRS.
- 18. The Consortium agrees to (a) gather and review benefits documents and information from each participating District, (b) forward the previous year's Summary of OPEB Plan Provisions provided by GRS to each participating District, (c) interview staff at each participating District concerning any changes or updates to the Summary, (d) obtain and forward to GRS a signed copy of the Summary with any changes or updates from each District, and (e) obtain from each District and forward to GRS the representation letter(s) using the template language GRS provides.
- 19. With respect to each relevant fully insured health-related benefit plan, the Consortium agrees to obtain documents and reports from each participating District or, as necessary, from each insurance company or health maintenance organization, as are necessary for GRS to assess the respective loss ratios associated with each such benefit plan.
- 20. With respect to each self-insured benefit plan, the Consortium agrees to obtain documents and reports from each participating District or, as necessary, from each claims payor (insurance company, health maintenance organization, prescription manager, third party administrator, etc.), as necessary, for GRS to develop total expected benefit costs (for claims, capitation and otherwise) incurred for each such benefit plan.
- 21. The Consortium agrees to provide GRS with a signed representation letter on its own letterhead attesting to the reasonable steps it has taken to ensure that all member census data, documents, reports and other information it provides to GRS are complete and accurate, and that GRS may rely upon such data, documents, reports and other information with no duty to inquire or audit.

#### Fees Payable to GRS

22. In the previous engagement for these actuarial services, GRS charged \$8,900 for the two years of services (down significantly from the prior engagement).

In this updated engagement, GRS agrees to retain the charge <u>\$8,900</u> for each participating District (including the Consortium itself) for the two years of services provided all 15 such Districts participate. Like in the previous valuation, we will incorporate an Appendix in our Report that includes results for the off-year. Therefore, no additional letter report or fee is required for the off-year, unless the District requests additional assistance in the preparation of its financial statement or because "significant changes" have occurred. For the actuarial valuation reports prepared as of October 1, 2014 and which provide results applicable to the fiscal year July 1,

2015 and 2016, the Consortium will pay to GRS the Base Fee, as determined according to the following chart.

Number of Participating Districts (including PAEC)	Base Fee per District Accepting (2- yr Fee)	Total Base Fee (2 yr Fee)
15	\$8,900	\$133,500
14	8,900	124,600
13	9,400	122,200
12	9,400	112,800
. 11	9,800	107,800
10 or less	9,800	NA

Once it is known how many Districts will be participating and once Engagement Letters are fully executed for each such District, one-half of the Total Base Fee will be billed, due and payable from the Consortium. This is the same procedure as in the previous engagement. The balance will be billed, due and payable from the Consortium upon the transmittal of each participating District's draft Report.

Additional actuarial and consulting services may be engaged from GRS by each participating District individually and directly, as needed.

#### All Parties

To reduce litigation fees for all parties and in keeping with good business practices and, all parties agree to arbitration in the event of a dispute over performance, and waiver of jury in the event of trial.

This Engagement Letter may be renewed with the agreement of all parties for the purposes of each additional bi-annual actuarial valuation. The next such actuarial valuation would be scheduled as of October 1, 2016, and would produce results applicable to the fiscal years ending June 30, 2017 and 2018. GASB is currently preparing a new statement to become effective for the year ending June 30, 2017 or 2018 and some changes in the procedure might need to be implemented. But the same general concept may be renewed upon agreement by all parties.

We look forward to working with the Consortium and each individual District. Thank you for the confidence you place in Gabriel, Roeder, Smith & Company. We will make every effort to provide prompt, accurate, understandable and useful results in this engagement. I am authorized to sign on behalf of GRS, subject to the approval of Theora Braccialarghe, the Southeast Regional Director for GRS.

FOR PANHANDLE AREA **EDUCATIONAL CONSORTIUM** Sincerely, Print Authorized Signer's Name James J. Rizzo, ASA, MAAA, FCA Senior Consultant & Actuary Authorized Signature Date PARTICIPATING DISTRICT Suwannee County School Board Print Name of District Jerry A. Scarborough, Superintendent Print Authorized Signer's Name Authorized Signature Date Chairperson, Suwannee County School Board "Approved as to Form and Sufficiency BY

Mr. Patrick L. McDaniel

October 6, 2014

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Leonard J. Dietzen, III

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



#### **MEMORANDUM**

TO:

Jerry A. Scarborough, Superintendent of Schools THS/BB

FROM:

Walter Boatright, Jr., Suwannee-Hamilton Technical Center

THRU:

Vickie Music DePratter, Chief Financial Officer

DATE:

November 21, 2014

RE:

Agenda Item for December 16, 2014, Regular Board Meeting

#### RECOMMENDATION:

The Superintendent recommends approval of the following Articulation Agreements between Suwannee-Hamilton Technical Center and Career Pathways: REVISED/RENEWALS

#2015-84

District School Board of Lafayette County – Patient Care Technician, Practical Nursing, Commercial Foods & Culinary Arts, Administrative Office Specialist, Digital Design, Medical Administrative Specialist,

#2015-85

District School Board of Jefferson County - Patient Care Technician, Practical Nursing, Digital Design, Administrative Office Specialist

#### BACKGROUND:

The above listed articulation agreements provide PSAV hours for Lafayette and Jefferson County High School students.

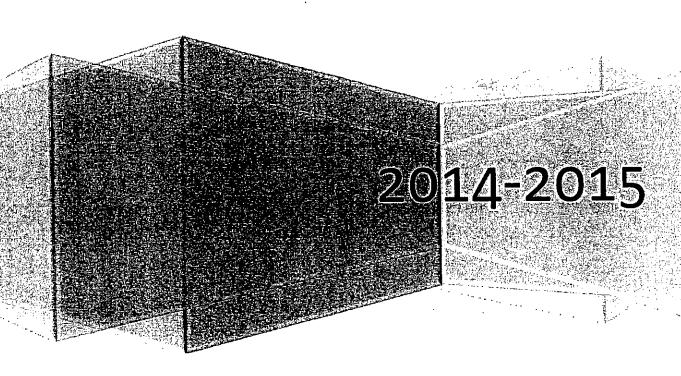




# Suwannee-Hamilton Technical Center

# Career Pathway Agreements with District School Board of Lafayette County

Career Pathways: High Schools & Suwannee-Hamilton Technical Center



### SCSB 2015-84 (REVISED/RENEWAL)

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## Career and Technical Education Suwannee-Hamilton Technical Center & District School Board of Lafayette County Career Pathways Articulation Agreement 2014-2015

Articulation is a method of granting Post-Secondary Adult Vocational (PSAV) clock hours earned while completing a Secondary Career and Technical Education course learning and skills accomplished as part of secondary school instruction. Each school district and Suwannee-Hamilton Technical Center (SHTC) will maintain the integrity of their separate programs and enter into this agreement as cooperating educational institutions.

SHTC will work with the school district to establish Career Pathways to serve Career and Technical Education (CTE) students. Additional agreements may be developed during the year, and this agreement will be amended as those agreements are completed.

#### **Student Qualifications**

Students must meet all SHTC admission requirements and present evidence of the following:

- 1. Successful completion of the articulated secondary technical program of study with a grade of 3.0 (on a 4.00 scale) or better.
- 2. Completion of Suwannee-Hamilton Technical Center placement testing requirements.
- 3. Must be a graduate from secondary school no more than 18 months prior to enrollment at Lafayette County High School.
- 4. Enrollment in a certificate program appropriate to the PSAV clock hours shall be awarded upon completion of the program's entrance examination (if required) or verification of an industry certification earned (prior to enrollment).

#### **Procedure**

- 1. Secondary school guidance departments shall provide evidence of program completion and additional requested information to the SHTC's Career Pathways contact. Evidence may include: official student transcripts, student report cards and/or applicable nationally recognized industry certifications.
- 2. SHTC's Career Pathway Specialist will issue a letter to students who have successfully completed the secondary Career Pathway program as reported by the secondary school guidance department contact informing students of the Career Pathway articulation agreement opportunities.

- 3. High school credit earned under this articulation agreement will be entered into the student's record after the student has completed 150 PSAV clock hours in the program in which the certificate is to be awarded
- 4. Comprehensive exams may be completed by students who have not earned the industry certification associated with the program of study.
- 5. A letter grade for the course will be assigned by the Suwannee-Hamilton Technical Center based on the student's performance on the student competency exam.

#### Conditions of Agreement

- 1. District School Board of Lafayette County faculty members and SHTC faculty members will review course textbooks, syllabi, and other institutional materials as needed in order to develop articulated programs of study.
- District School Board of Lafayette County and SHTC will review the list of articulated programs of study annually. Changes will be made as necessary based on changes in program offerings and outcomes.
- 3. District School Board of Lafayette County and SHTC will cooperate in publicizing this program to secondary school students in order to ensure that they are aware of these opportunities.
- 4. SHTC will not charge tuition for any courses for which a student receives articulated credit.

This agreement may be terminated at any time by either District School Board of Lafayette County or Suwannee-Hamilton Technical Center through providing thirty (30) days' notice. In the event of a termination, both agencies agree that students who are currently in secondary courses and working toward fulfilling the competencies or who are in their first semester at SHTC will be allowed to complete the articulated credit.

This agreement will remain in effect and will be reviewed annually by the articulation committee and incorporated into the dual enrollment articulation agreement. The articulation committee will be composed of the Director, Suwannee-Hamilton Technical Center; Coordinator of Career and technical Education, District School Board of Lafayette County; the North Florida Career Pathways Coordinator and others as so designated.

High School Career Pathway	Associated Industry Certification	SHTC Program of Study/ Certificate	Assessment	Articulated Credit
Allied Health Assisting 8741700 Health Science 1 8741710 Health Science 2 OCP A 8741731 Allied Health 3 OCP B	FDMQA002 – Certified Nursing Assistant	Patient Care Technician -PSAV  Practical Nursing - PSAV	Completion of the high school program of study. Student must receive a grade of "B" or better in each class in the Technical Core and must successfully complete all academics with an overall GPA of "C" or higher.	HSC 003 Health Careers Core (90 hours) OCP A
Culinary Arts - 8800500 8800500 Culinary Arts 1 OCP A 8800510 Culinary Arts 2 OCP B 8800520 Culinary Arts 3 OCP C	NRAEF003 – Certified Professional Food Manager (SERVESAFE)	Commercial Foods & Culinary Arts - PSAV	Completion of the high school program of study. Student must receive a grade of "B" or better in each class in the Technical Core and must successfully complete all academics with an overall GPA of "C" or higher.	HMV 0100 Food Preparation (300 hours) OCP A
Digital Design - 8209600 8209020 Computing for College and Careers OCP A 8209510 Digital Design 1 OCP B 8029520 Digital Design 2	ADOBE012 - Photoshop	Administrative Office Specialist – PSAV	Completion of the high school program of study. Student must receive a grade of "B" or better in each class in the Technical Core and must successfully complete all academics with an overall GPA of "C" or higher.	OTA 0040 Inf Tech Asst (150 hours) OCP A OTA 0030 Assistant Digital production Designer (150 hours) OCP C

Digital Design - 8209600 8209020 Computing for College and Careers OCP A 8209510 Digital Design 1 OCP B 8029520 Digital Design 2	ADOBE012 - Photoshop	Digital Design PSAV	Completion of the high school program of study. Student must receive a grade of "B" or better in each class in the Technical Core and must successfully complete all academics with an overall GPA of "C" or higher.	OTA 0040 Inf Tech Asst (150 hours) OCP A OTA 0024 Production Assistant (150 hours) OCP B
Digital Design - 8209600 8209020 Computing for College and Careers OCP A 8209510 Digital Design 1 OCP B 8029520 Digital Design 2	ADOBE012 - Photoshop	Medical Administrative Specialist – PSAV	Completion of the high school program of study. Student must receive a grade of "B" or better in each class in the Technical Core and must successfully complete all academics with an overall GPA of "C" or higher.	OTA 0040 Inf Tech Asst (150 hours) OCP A OTA 0041 Front Desk Specialist (300 hours) OCP B (can you award the student this after completing both DD1 and DD2)

#### SCSB 2015-84 (REVISED/RENEWAL)

IN WITNESS WHEREOF, the District Board of Lafayette County, Florida and The District School Board of Suwannee County, and the Director - Suwannee-Hamilton Technical Center, Florida have adopted this agreement and caused it to be executed by their respective chairs and chief executive officers, in accordance with Section 1007.271, F.S., Dual Enrollment Articulation Agreements.

Date

Superintendent,

District School Board of Suwannee County

Date

Chair, District School Board of Suwannee County

Date

Director, Suwannee-Hamilton Technical Center

Date

Superintendent, District School Board of Lafayette County

21007,2014

Chair, District School Board of Lafayette County

Dally

Date

Date

Coordinator, Career & Technical Education,

District School Board of Lafayette



# Suwannee-Hamilton Technical Center

## Career Pathway Agreements with District School Board of Jefferson County

Career Pathways: High Schools & Suwannee-Hamilton Technical Center

2014-2015

## SCSB 2015-85 (REVISED/RENEWAL)

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## Career and Technical Education Suwannee-Hamilton Technical Center & District School Board of Jefferson County Career Pathways Articulation Agreement 2014-2015

Articulation is a method of granting Post-Secondary Adult Vocational (PSAV) clock hours earned while completing a Secondary Career and Technical Education course learning and skills accomplished as part of secondary school instruction. Each school district and Suwannee-Hamilton Technical Center (SHTC) will maintain the integrity of their separate programs and enter into this agreement as cooperating educational institutions.

SHTC will work with the school district to establish Career Pathways to serve Career and Technical Education (CTE) students. Additional agreements may be developed during the year, and this agreement will be amended as those agreements are completed.

**Student Qualifications** 

Students must meet all SHTC admission requirements and present evidence of the following:

- 1. Successful completion of the articulated secondary technical program of study with a grade of 3.0 (on a 4.00 scale) or better.
- 2. Completion of Suwannee-Hamilton Technical Center placement testing requirements.
- 3. Must be a graduate from secondary school no more than 18 months prior to enrollment at Jefferson County Middle High School.
- 4. Enrollment in a certificate program appropriate to the PSAV clock hours shall be awarded upon completion of the program's entrance examination (if required) or verification of an industry certification earned (prior to enrollment).

#### Procedure

- 1. Secondary school guidance departments shall provide evidence of program completion and additional requested information to the SHTC's Career Pathways contact. Evidence may include: official student transcripts, student report cards and/or applicable nationally recognized industry certifications.
- 2. SHTC's Career Pathway Specialist will issue a letter to students who have successfully completed the secondary Career Pathway program as reported by the secondary school guidance department contact informing students of the Career Pathway articulation agreement opportunities.
- 3. High school credit earned under this articulation agreement will be entered into the student's record after the student has completed 150 PSAV clock hours in the program in which the certificate is to be awarded

#### SCSB 2015-85 (REVISED/RENEWAL)

- 4. Comprehensive exams may be completed by students who have not earned the industry certification associated with the program of study.
- 5. A letter grade for the course will be assigned by the Suwannee-Hamilton Technical Center based on the student's performance on the student competency exam.

#### Conditions of Agreement

- 1. District School Board of Jefferson County faculty members and SHTC faculty members will review course textbooks, syllabi, and other institutional materials as needed in order to develop articulated programs of study.
- 2. District School Board of Jefferson County and SHTC will review the list of articulated programs of study annually. Changes will be made as necessary based on changes in program offerings and outcomes.
- 3. District School Board of Jefferson County and SHTC will cooperate in publicizing this program to secondary school students in order to ensure that they are aware of these opportunities.
- 4. SHTC will not charge tuition for any courses for which a student receives articulated credit.

This agreement may be terminated at any time by either District School Board of Jefferson County or Suwannee-Hamilton Technical Center through providing thirty (30) days' notice. In the event of a termination, both agencies agree that students who are currently in secondary courses and working toward fulfilling the competencies or who are in their first semester at SHTC will be allowed to complete the articulated credit.

This agreement will remain in effect and will be reviewed annually by the articulation committee and incorporated into the dual enrollment articulation agreement. The articulation committee will be composed of the Director, Suwannee-Hamilton Technical Center; Coordinator of Career and technical Education, District School Board of Jefferson County; the North Florida Career Pathways Coordinator and others as so designated.

High School Career Pathway	Associated Industry Certification	SHTC Program of Study/ Certificate	Assessment	Articulated Credit
Allied Health Assisting 8741700 Health Science 1 8741710 Health Science 2 OCP A 8741731 Allied Health 3 OCP B	FDMQA002 – Certified Nursing Assistant	Patient Care Technician  -PSAV  Practical Nursing - PSAV  .	Completion of the high school program of study. Student must receive a grade of "B" or better in each class in the Technical Core and must successfully complete all academics with an overall GPA of "C" or higher.	HSC 003 Health Careers Core (90 hours) OCP A
Digital Media Technology - 9005100 8207310 Introduction to Information Technology OCP A 9005110 Digital Media Fundamentals 9005120 Digital Media Production Systems	MICRO069 – Microsoft Office Specialist	Digital Design — PSAV	Completion of the high school program of study. Student must receive a grade of "B" or better in each class in the Technical Core and must successfully complete all academics with an overall GPA of "C" or higher.	OTA 0040 Inf Tech Asst (150 hours) OCP A GRA 024 Production Assistant(150 hours) OCP B
Digital Media Technology - 9005100 8207310 Introduction to Information Technology OCP A 9005110 Digital Media Fundamentals 9005120 Digital Media Production Systems	MICRO069 – Microsoft Office Specialist	Administrative Office Specialist PSAV	Completion of the high school program of study. Student must receive a grade of "B" or better in each class in the Technical Core and must successfully complete all academics with an overall GPA of "C" or higher.	OTA 0040 Inf Tech Asst (150 hours) OCP A OTA 0041 Front Desk Specialist (300 hours) OCP B

### SCSB 2015-85 (REVISED/RENEWAL)

IN WITNESS WHEREOF, the District Board of Jefferson County, Florida and The District School Board of Suwannee County, and the Director - Suwannee-Hamilton Technical Center, Florida have adopted this agreement and caused it to be executed by their respective chairs and chief executive officers, in accordance with Section 1007.271, F.S., Dual Enrollment Articulation Agreements.

Date	Superintendent, District School Board of Suwannee County
Date	Chair, District School Board of Suwannee County
Date	Director, Suwannee-Hamilton Technical Center
10-14-14 Date	AP Cooksey Superintendent, District School Board of Jefferson County
10-13-14 Date	Chair, District School Board of Jefferson County
10-14-14 Date	Sherman Stroman Coordinator, Career & Technical Education, District School Board of Jefferson

## SUWANNEE COUNTY SCHOOL BOARD



Serving The Children Of Our Community

702 - 2<sup>nd</sup> Street, NW • Live Oak, Florida 32064 Telephone: (386) 647-4600 • Fax: (386) 364-2635 www.suwannee.k12.fl.us

> JERRY A. SCARBOROUGH Superintendent of Schools

JERRY TAYLOR DISTRICT 1

CATHERINE CASON DISTRICT 2

> JULIE ULMER DISTRICT 3

ED DA SILVA DISTRICT 4

RONALD WHITE DISTRICT 5

LEONARD J. DIETZEN, III BOARD ATTORNEY

#### **MEMORANDUM**

TO:

FROM:

Jerry A. Scarborough, Superintendent of Schools JAS/BB
Vickie Music DePratter, Chief Financial Officer

THRU:

Janene Fitzpatrick, Director of Curriculum, Instruction, and Assessment

DATE:

December 2, 2014

RE:

Agenda Item for December 16, 2014, Regular Board Meeting

#### **RECOMMENDATION:**

The Superintendent recommends approval and certification of the following:

2014-2015 Class Size Reduction Compliance Plan

#### **BACKGROUND:**

Suwannee District Schools failed to meet class size compliance per the October 2014 FTE survey. In accordance with Section 1003.03(4)(e), F.S., the District has developed a plan which will bring the District into compliance for the 2015-2016 fiscal year. Certification of this plan by the school board is required in order to submit it to the Commissioner of Education.

#### 2014-15 Class Size Reduction Compliance Plan

For each school not in compliance with class size requirements pursuant to section 1003.03, F.S., this template may be used to submit a brief explanation of the school's plan to meet class size requirements for the October 2015 FTE student survey. In order to participate in the restoration calculation authorized in section 1003.03(4)(e), F.S., plans must be submitted by February 1, 2015. Class size reduction implementation strategies listed in sections 1003.03(3) and (5), F.S., may be considered, in addition to strategies not listed in statute, in order to meet class size requirements. This template may be duplicated as necessary to accommodate the number of schools for which plans are being submitted. The compliance plan must be certified by the school board or the charter school's board of directors. The signature below acknowledges your approval of the compliance plan.

Signature of District School Board or Charter Board of Directors Chair or Designee Approving Plan

District Name: Suwannee County Schools District Number 61

School Name Suwannee Elementary School School Number 0060

Summary of School's Plan Suwannee Elementary School is the school in our district that has had the most difficult time demonstrating compliance with Class Size Reduction. For the past two years, Suwannee Elementary School has had a very large turnover rate and has had difficulty retaining teachers. In an effort to be compliant for the 2014-2015 school year, hiring began early in summer to make sure that all classrooms were staffed with highly qualified teachers. Multiple times the schools was fully staffed, only to have someone call and report they had taken a position elsewhere. The continual fluctuation was making it increasing difficult to schedule students appropriately. Finally, we had to just advise the school to stop and work with the faculty that they had. This has led the school to have a significant overage in third grade, but we knew that it was most important during that third grade year to put students with strong, well-trained teachers, than to search for a new and inexperienced person that may choose at the last minute to leave us and the students. This school hired 10 beginning teachers of the fourteen new

to their staff in 2013-2014. The school hired several new teachers for the 2014-2015

school year, as well as hiring a new principal and assistant principal. The pool of highly qualified teachers was significantly impacted over the past two years. It continues to be the goal that this school will be staffed to meet class size requirements for the 2015-2016.

School Name <u>Suwannee Intermediate School</u> School Number <u>0042</u>
Summary of School's Plan <u>Suwannee Intermediate School was staffed to accommodate the number of students anticipated for 2014-2015</u>. At this time, Suwannee Intermediate <u>School is over in 9 of 17 fourth grade classrooms and compliant in all 5<sup>th</sup> grade classrooms. This is a major improvement over 2013-2014 compliance, this school is <u>continuing to make progress on meeting the goal</u>. This school will be staffed to meet class size requirements for the 2015-2016 school year.</u>

School Name <u>Suwannee Middle School</u> School Number <u>0051</u>
Summary of School's Plan <u>Suwannee Middle School has shifted resources in order to come closer to compliance, however student enrollment and master schedule configuration (several singleton courses) make compliance difficult without the addition of several highly qualified personnel. The district will continue to monitor that resources are utilized to become more in compliance with class size reduction. Blended learning and virtual instruction at the secondary level will be able to assist with the compliance in 2015-2016.</u>

School Name <u>Suwannee High School</u> School Number <u>0043</u>
Summary of School's Plan <u>Suwannee High School will continue to develop the master schedule to efficiently utilize human resources. Several singleton courses contribute to the difficulty in creating a master schedule that will allow for compliance. Blended and virtual instruction will continue to be expanded and used as a way of complying with class size reduction. This school will be fully staffed for compliance for 2015-2016.</u>

School Name <u>Branford Elementary School</u> School Number <u>0089</u>
Summary of School's Plan <u>The situation at Branford Elementary is the result of</u>
unanticipated increase in mobility in Kindergarten. The school meets CSR at the school

level in Kindergarten. The district supports that relocating Kindergarten students for the purpose of balancing numbers will create too much upset to the young children at this time. It is anticipated that student mobility will have an impact upon this issue and will be reduced by February FTE. Second grade has an increased number, but not enough to justify an entire teaching position. The growth of this class will be monitored to allow for adjustment in scheduling for the 2015-2016 school year. School enrollment is annually assessed to most efficiently create a master schedule that will accommodate class size reduction compliance.

School Name Branford High School School Number 0091

Summary of School's Plan Branford High School had some data errors that have been fixed that will provide for fewer classrooms out of compliance on the February FTE Survey. Branford High School suffers from being a small high school offering grades 6-12. Many courses are only taught by one teacher, and there are many singleton courses on the master schedule – again limiting the ability to be flexible in class size balancing. Branford High School will continue to develop the master schedule to efficiently utilize human resources. For 2014-2015 new blended and virtual instruction opportunities were introduced and will continue to be used as a way of complying with class size reduction. The size of the 6<sup>th</sup> grade class continues to grow. Unfortunately, this will require the addition of teachers in multiple certification areas to assist the issue. The increase will continue to be monitored, this school will be fully staffed for compliance for 2015-2016.

### SUWANNEE COUNTY SCHOOL BOARD



Serving The Children Of Our Community

702 - 2<sup>nd</sup> Street, NW • Live Oak, Florida 32064 Telephone: (386) 647-4600 • Fax: (386) 364-2635 www.suwannee.k12.fl.us

> JERRY A. SCARBOROUGH Superintendent of Schools

JERRY TAYLOR DISTRICT 1

CATHERINE CASON DISTRICT 2

> JULIE ULMER DISTRICT 3

> > ED DA SILVA DISTRICT 4

RONALD WHITE DISTRICT 5

LEONARD J. DIETZEN, III BOARD ATTORNEY

#### **MEMORANDUM**

TO:

Jerry Scarborough, Superintendent of Schools J#3/85 Vickie Music DePratter, Chief Financial Officer

FROM:

DATE:

November 20, 2014

RE:

Agenda Item for December 16, 2014, Regular Board Meeting

#### **RECOMMENDATION:**

The Superintendent recommends approval of the Suwannee County School Board Internal Accounts Audit for fiscal year end June 30, 2014.

#### **BACKGROUND:**

The internal funds audit was conducted by Collins & Company, CPAs. An unqualified audit opinion was issued on the report for fiscal year 2013-2014. An unqualified audit opinion is the best opinion that can be issued and means that the financial statements are presented fairly in all material respects.

All findings cited in the report have been addressed and compliance review by appropriate school staff is ongoing.

A copy of the report was provided to Board members via email on November 20, 2014, and hand delivery will be made at the December 16, 2014, regular meeting.



#### **MEMORANDUM**

TO:

Jerry A. Scarborough, Superintendent of Schools

FROM:

Walter Boatright, Jr., Director of Career, Technical and Adult Education

DATE:

November 21, 2014

RE:

Agenda Item for December 16, 2014, Regular Board Meeting

#### **RECOMMENDATION:**

The Superintendent recommends approval to proceed to re-name/re-brand Suwannee-Hamilton Technical Center with a name change to become a technical college. The official name will be recommended at a subsequent meeting.

#### **BACKGROUND:**

Changing the name from Suwannee-Hamilton Technical Center to a name that reflects Technical College will positively impact the students, district and community on several levels. "Technical college" more clearly describes to the general public that adult technical education programs offered by school districts are postsecondary. Re-naming will increase the awareness of the ability for students to easily transition between earning a technical certificate or applied technology diploma at SHTC and earning an Associate of Science degree at NFCC, GC or SFC. Changing the school's name to technical college will enable us to more effectively compete with private or for-profit technical institutes, colleges and universities, many of which offer some similar job training programs as our current technical center. The name change will help graduates become more competitive in the global economy. Many employers, educators, students, and



Jerry A. Scarborough November 21, 2014 Page Two

parents place a greater value on college than vocational education. This action will not change the current School District governance, operating structure, educational programming or state/local funding. It will not change the school's current accreditation with the Council on Occupational Education and the Southern Association of Colleges and Schools. This action does not require legislative approval.

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> JERRY A. SCARBOROUGH **Superintendent of Schools**

JERRY TAYLOR DISTRICT 1

CATHERINE CASON DISTRICT 2

> JULIE ULMER DISTRICT 3

ED DA SILVA DISTRICT 4

RONALD WHITE DISTRICT 5

LEONARD J. DIETZEN, III BOARD ATTORNEY

#### **MEMORANDUM**

TO:

FROM:

Jerry A. Scarborough, Superintendent of Schools

Jislas

Josh Williams, Director of Information Technology

DATE:

December 8, 2014

RE:

Agenda Item for the December 16, 2014 Regular Board Meeting

#### **RECOMMENDATION:**

The Superintendent recommends approval of the Digital Classroom Plan as required by s.1011.62(12)(b), F.S.

#### **BACKGROUND:**

The intent of the District Digital Classroom Plan (DCP) is to provide a perspective on what the district considers being vital and critically important in relation digital learning implementation, the improvement of student performance outcomes, and how this progress will be measured. The plan shall meet the unique needs of students, schools and personnel in the district as required by s.1011.62(12)(b), F.S. Copies are available for review in the office of the Director of Information Technology.

JW/db

Suwannee County School District

## Digital Classrooms Plan

2014-2015

Pending School Board Approval 12/18/2014

TO: FROM: DATE:		, Florida Department of Educ Superintendent – Suwannee (	
SUBJECT	: Digital Classrooms Pla	n – District Superintendent C	Certification Form
	nall complete all sections of s Plan and any required atta	f this form and return it along achments.	with the district's Digital
	County School Board has a	adopted the attached district I s, schools, and personnel of t	<del>-</del>
Signature		Jerry A. Scarborough, Superinte Name	December 18, 2014 Date
		es not have a charter school, t srooms Plan.	his certification is not
Signature		<u>Jerry A. Scarborough, Superinte</u> Name	endent December 18, 2014 Date
access to:	County School District has	provided teachers, administr	-
1. 2.	Florida Statutes (F.S). Digital materials, including	digital or electronic format, a g those digital materials that o ertifications pursuant to s. 100	
3.			

Signature Jerry A. Scarborough, Superintendent December 18, 2014
Name Date

administrators to manage, assess, and monitor student performance data.

## SUWANNEE COUNTY SCHOOLS DISTRICT DIGITAL CLASSROOMS PLAN - 2014

The intent of the District Digital Classroom Plan (DCP) is to provide a perspective on what the district considers being vital and critically important in relation digital learning implementation, the improvement of student performance outcomes, and how this progress will be measured. The plan shall meet the unique needs of students, schools and personnel in the district as required by s.1011.62(12)(b), F.S.

#### Part I. DIGITAL CLASSROOMS PLAN - OVERVIEW

The District's overview component of the plan should document the district's overall focus and direction with respect to how the incorporation and integration of technology into the educational program will improve student performance outcomes.

The **general introduction/background/District technology policies** component of the plan should include, but not be limited to:

1.1 District Mission and Vision statements -

Suwannee County Schools - Vision Statement

Suwannee County Schools will meet the highest academic and social standards as set by the State of Florida and the federal government.

Suwannee County Schools - Mission Statement

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

1.2 <u>District Profile</u> - Provide relevant social, economic, geographic and demographic factors influencing the district's implementation of technology.

Suwannee County is a service-oriented rural and agricultural community located in North Central Florida with approximately 43,734 residents. The general assessment of Suwannee County is that it is a sparsely populated county with a median household income is \$36,159 and 79.2% of the population over the age of 25 is a high school graduate or higher and 9.8% of the population has a Bachelor's degree or higher. In Suwannee County, 21.9% live below the poverty rate. In July of 2014 the unemployment rate is currently 6.6%. The District has approximately 6,300 students in four elementary schools, one middle school, one high school, one 6-12 school, and one technical school. One elementary and one 6-12 school are located in Branford, while the others are located in Live Oak. The District has approximately 800 employees.

- 1.3 <u>District Team Profile</u> Provide the following contact information for each member of the district team participating in the DCP planning process. The individuals that participated should include but not be limited to:
  - o the digital learning components should be completed with collaboration between district instructional, curriculum and information technology staff as required in s.1011.62(12)(b), F.S.
  - o development of partnerships with community, business and industry; and
  - o integration of technology in all areas of the curriculum, ESOL and special needs including students with disabilities.

Title/Role	Name:	Email/Phone:
Information Technology	Josh Williams,	josh.williams@suwannee.k12.fl.us
District Contact	Director of IT	386-647-4100
Curriculum	Janene Fitzpatrick,	janene.fitzpatrick@suwannee.k12.fl.us
District Contact	Director of Curriculum,	386-647-4647
	Instruction, & Assessment	
Instructional	Janene Fitzpatrick,	janene.fitzpatrick@suwannee.k12.fl.us
District Contact	Director of Curriculum,	386-647-4647
	Instruction, & Assessment	
Finance	Vickie Music,	vickie.music@suwannee.k12.fl.us
District Contact	Chief Financial Officer	386-647-4609
District Leadership	Jerry A. Scarborough,	jascarborough@suwannee.k12.fl.us
Contact	Superintendent	386-647-4600

- 1.4 <u>Planning Process</u>- Summarize the process used to write this plan including but not limited to:
  - o how parents, school staff and others were involved;
  - o development of partnerships with community, business and industry; and
  - o integration of technology in all areas of the curriculum, ESOL and special needs including students with disabilities.

Technology planning is an on-going process accomplished by a District wide Technology Committee comprised of the following stakeholders:

- Director of Technology
- School Level Administrators
- District Directors/Administrators
- Other representatives as defined by the IT Policies and Procedures

#### **Partnerships**

Suwannee Foundation for Excellence in Education, Inc. - The Foundation was organized in 1990, to facilitate and participate in the joint efforts of business, community, and education for the enhancement of public education. They eagerly contribute their time, expertise, and financial support to implement advanced technology for lifelong learning in Suwannee County. Business

and community leaders serve on advisory councils at all schools in the district and provide direction for schools in offering a curriculum that will allow students to be technologically prepared to enter the work force. Integrating technology into the curriculum allows for improved telecommunications and interaction with community businesses. Such telecommunications with businesses and organizations make local resources more accessible to the schools and the school resources more available to the community.

North East Florida Educational Consortium (NEFEC) – The North East Florida Educational Consortium is a regional, non-profit service delivery system established by small, rural school districts in northeast Florida to provide cooperative educational services to its members. The mission of the North East Florida Educational Consortium is to help member districts cooperatively meet their educational goals and objectives by providing programs and services that individual districts would not be able to provide as effectively or as economically when acting alone.

#### **Curriculum Integration**

In the new school model, classroom experiences emphasize critical thinking, teamwork, compromise, and communication – the skills valued in today's workplace. Teachers, in contrast, change from being the storehouse of all knowledge to being guides or mentors and facilitators helping students navigate through information available through technology and interactive communications. Technology literacy, like basic reading literacy, is a fundamental skill that enables advanced learning. We must emphasize basic technology literacy for all students by intertwining it into all curricular areas.

In Suwannee County schools, students are afforded a number of technology-based intervention strategies in the core curriculum, utilizing automated learning systems that are accessed through our network. Renaissance Learning products (Accelerated Reading and Math, Star Reading and Star Math, and Math Facts in a Flash) and other network-based progress-monitoring tools are used district wide to supplement and reinforce core curriculum. The secondary school lab curriculum explores technology skills and careers encouraging students to prepare for high-tech, traditional, and non-traditional careers.

- 1.5 <u>Multi-Tiered System of Supports (MTSS)-</u> Summarize the process used to write this plan including but not limited to:
  - o data-based problem-solving process used for the goals and need analysis established in the plan;
  - o the systems in place to monitor progress of the implementation plans; and
  - $\circ$  the plan to support the implementation and capacity.

Suwannee County schools utilizes data from state and local assessments along with technology implementation data to drive planning for future expansion and change in programs. Usage and effectiveness is monitored of all programs purchased by the district. Reports are provided to district directors, ad school-based administration is consulted regarding needs based on student data.

Many of our district's intervention programs are technology based due to the increased capability of differentiating instruction based on student need. We currently utilize Imagine Learning to assist with the English Language Learner (ELL) population. We utilize several reading programs such as: Accelerated Reader, Read 180, FastForWord, and Reading Plus, to name a few. Again, school-based administrators, with the assistance of instructional coaches compile data regarding the effectiveness of each program at their site. The district compiles and analyzes district level data using the Focus School Information System and Performance Matters.

#### Part II. DIGITAL CLASSROOMS PLAN -STRATEGY

## STEP 1 - Need Analysis:

Districts should identify current district needs based on student performance outcomes and other key measurable data elements for digital learning.

#### A) Student Performance Outcomes

Suwannee County Schools believes in the success of ALL students, and striving for success of ALL students drives our decision-making process. Currently, Suwannee County Schools is a "C" district. The greatest areas of need vary from school to school in the seven schools in our district, each posing their own unique challenge. Our Suwannee Primary School is working to build a foundation in grades PK-1. Gathering data on these children can be a challenge, but we assess for school readiness and reading ability, as well as, progress monitor the effectiveness of our mathematics curriculum at that age. It was identified that there is an oral language deficiency at this school, and we have implemented a program called Language For Learning for the 2014-2015 school year. Computer skills are also being targeted to prepare the students for the full implementation of online assessments in the near future. The other elementary schools: Suwannee Elementary (2-3), Suwannee Intermediate (4-5), and Branford Elementary (PK-5) are also making plans to grow their technology programs to prepare the younger children for online assessments.

Secondary students are seeing more utilization of blended curriculum in their classrooms. With the purchase of Edgenuity curriculum, students get the best of both worlds enabling them to work at their own pace (slower or faster) rather than keeping with the majority of the population in their classes. Edgenuity is also being utilized as a tutor program to help students that have not yet passed the assessments required for high school graduation.

## B) Digital Learning and Technology Infrastructure

The district has invested in research-based software to address student learning needs. Due to an inequity in access across the district, some students are unable to spend sufficient time on task with the tools to positively impact their learning.

## Computer Labs

School	Number of Labs	Number of Lab Computers	Current Enrollment	Students per Lab Computer
SPS	1_	37	860	23.24
SES	2	58	775	13.36
SIS	5	106	663	6.25
SMS	5	125	990	7.92
SHS	6	192	1288	6.71
SHTC	4	96	136	1.42
BES	3	70	699	9,99
BHS	5	124	706	5.69
District	31	808	6117	7.57

<sup>\*\*\*</sup> Computer Lab is defined as 10 or more computers in 1 room. \*\*\*

## C) Professional Development

Suwannee County Schools has continually offered professional development to faculty and staff in the area of technology. The Suwannee Hamilton Technical Center provides ongoing training in MS Office, Suwannee Middle Schools offers industry certification for employees. The IT department has provided ongoing training on our FOCUS Student Information System and other electronic tools at new hire orientation and district PD days. Currently scheduled are trainings in STAR, Focus, Performance Matters, Imagine Learning, just to name a few.

## D) Digital Tools

Tool	Baseline Response	Target Response
Focus	Fully Implemented	Will continue to support and employ in classrooms.
Performance Matters	Partially Implemented	Maintain system
Ren Place (AM/AR)	Fully Implemented	Will continue to support and employ in classrooms.
Imagine Learning	Fully Implemented	Will continue to support and employ in classrooms.
cPalms	Fully Implemented	Will continue to support and employ in classrooms.
Read180	Fully Implemented	Will continue to support and employ in classrooms.
Moby Max	Partially implemented	Maintain system

## E) Online Assessments

Current testing windows, including progress monitoring and state-required assessments, span the school year. Assuring that all students are assessed while continuing instruction requires hours of planning and juggling of schedules. At present, the district is unsure of whether the current numbers of workstations will allow students to take the district-created EOCs online or how the increased time for state assessment will be managed.

As the district has reviewed available technology, it is evident that increasing the amount of available workstations and labs will help manage this issue and decrease lost instructional time due to scheduling conflicts with testing.

## **Highest Student Achievement**

Student Performance Outcomes:

Districts shall improve classroom teaching and learning to enable all students to be digital learners with access to digital tools and resources for the full integration of the Florida Standards.

Data is required for the metrics listed in the table. For the student performance outcomes, these data points can and should be pulled from the school and district school grades published at <a href="http://schoolgrades.fldoe.org">http://schoolgrades.fldoe.org</a>.

Studen	t Performance Outcomes (Required)	Baseline	Target	Date for Target to be Achieved (year)
1.	ELA Student Achievement	50%	67%	2015
2.	Math Student Achievement	52%	65%	2015
3.	Science Student Achievement	49%	60%	2015
4.	ELA Learning Gains	62%	65%	2015
5.	Math Learning Gains	64%	68%	2015
6.	ELA Learning Gains of the Low 25%	63%	67%	2015
7.	Math Learning Gains of the Low 25%	64%	68%	2015
8.	Overall, 4-year Graduation Rate			
9.	Acceleration Success Rate			
Studen Provid	t Performance Outcomes (District ed)	Baseline	Target	Date for Target to be Achieved (year)
1.	Attendance Rate	92%	95%	2015
2.	Students with attendance below 90%	74%	90%	2015
3.	Students exhibiting two or more EWS indicators	21%	10%	2015

## **Quality Efficient Services**

Technology Infrastructure:

Districts shall create a digital learning infrastructure with the appropriate levels of bandwidth, devices, hardware and software.

For the infrastructure needs analysis, the required data points can and should be pulled from the Technology Readiness Inventory (TRI) if the data is accurate. Districts may choose to add any additional metrics that may be appropriate.

Needs Analysis	BES	BHS	SPS	SES	SIS	SMS	SHS	SHTC
Student to PC meeting state specs	1:2.9	1:2.2	1:5.5	1:3.3	1:2.5	1:1.5	1:2.7	1:1.5
Count of student instructional desktop computers meeting specifications	63	161	53	71	81	142	207	159
Count of student instructional desktop computers meeting specifications in computer labs	70	124	37	58	106	125	192	96
Count of teacher computers meeting specifications	46	45	55	44	35	52	69	16
Count of student web- thin client computers meeting specifications	43	14	54	41	32	40	4	0
Percent of wireless classrooms (802.11n or higher)	100	100	100	100	100	100	100	100
Number of classrooms with mounted Projectors	11	24	43	44	11	19	24	1
Number of classrooms with document cameras	39	32	46	43	34	45	17	3
Number of classrooms with interactive whiteboards	1	11	47	41	34	28	8	0
Number of classrooms with integrated sound technology	11	24	43	44	1	19	24	1
Maximum Available Bandwidth in MBS	200	200	500	500	500	500	500	500

#### Skilled Workforce and Economic Development

Professional Development:

Instructional personnel and staff shall have access to opportunities and training to assist with the integration of technology into classroom teaching.

Professional Development should be evaluated based on the level of current technology integration by teachers into classrooms. This will measure the impact of the professional development for digital learning into the classrooms. The Technology Integration Matrix (TIM) can be found at: <a href="http://fcit.usf.edu/matrix/matrix.php">http://fcit.usf.edu/matrix/matrix.php</a>. Average integration should be recorded as the percent of teachers at each of the 5 categories of the TIM for the levels of technology integration into the classroom curriculum:

- Entry
- Adoption
- Adaptation
- Infusion
- Transformation

Professional Development Needs Analysis (Required)		Baseline	Target	Date for Target to be Achieved (year)
1.	Average Teacher technology integration via the TIM	Adoption	Transformation	2017
2.	Average Teacher technology integration via the TIM (Elementary Schools)	Adoption	Transformation	2017
3.	Average Teacher technology integration via the TIM (Middle Schools)	Adoption	Transformation	2017
4.	Average Teacher technology integration via the TIM (High Schools)	Adoption	Transformation	2017
5.	Average Teacher technology integration via the TIM (Combination Schools)	Adoption	Transformation	2017

#### Seamless Articulation and Maximum Access

Digital Tools:

Districts shall continue to implement and support a digital tools system that assists district instructional personnel and staff in the management, assessment and monitoring of student learning and performance.

A key component to digital tools is the implementation and integration of a digital tool system that assists district instructional personnel and staff in the management, assessment and monitoring of student learning and performance. Districts may also add metrics for the measurement of CAPE digital tools. For the required metrics of the digital tool system need analysis, please use the following responses:

Baseline Response:	Target Response:
Fully implemented	Will continue to support and employ in classrooms
Partially implemented	Will work to implement and employ
Partially implemented	Maintain system
No system in place	Will work to implement and employ
No system in place	No plans to address at this time

Digita	al Tools Needs Analysis (Required)	Baseline	Target	Date for Target to be Achieved (year)
1.	Implementation status a system that enables teachers and administrators to access information about benchmarks and use it to create aligned curriculum guides.	Partially Implemented (Edivation, CPalms, Performance Matters)	Will work to implement and employ	2016
2.	Implementation status of a system that provides teachers and administrators the ability to create instructional materials and/or resources and lesson plans.	Partially Implemented (cPalms)	Will work to implement and employ	2016
3.	Implementation status of a system that supports the assessment lifecycle from item creation, to assessment authoring and administration, and scoring.	Partially Implemented (Performance Matters)	Will work to implement and employ	2016
4.	Implementation status of a system that includes district staff information combined with the ability to create and manage professional development	Implemented (Edivation –	Will work to implement and employ	2016

	offerings and plans.	360)		
5.	Implementation status of a system that includes comprehensive student information that is used to inform instructional decisions in the classroom, for analysis and for communicating to students and parents about classroom activities and progress.	Fully implemented (FOCUS)	Will continue to support and employ	2016
6.	Implementation status of a system that leverages the availability of data about students, district staff, benchmarks, courses, assessments and instructional resources to provide new ways of viewing and analyzing data.	No System		
7.	Implementation status of a system that houses documents, videos, and information for teachers, students, parents, district administrators and technical support to access when they have questions about how to use or support the system.	No System		
8.	Implementation status of a system that includes or seamlessly shares information about students, district staff, benchmarks, courses, assessments and instructional resources to enable teachers, students, parents, and district administrators to use data to inform instruction and operational practices.	No System		
9.	Implementation status of a system that provides secure, role-based access to its features and data for teachers, students, parents, district administrators and technical support.	No System		

## **Quality Efficient Services**

Online Assessment Readiness:

Districts shall work to reduce the amount time used for the administration of computer-based assessments.

Suwannee District recognizes that the amount of time required for online assessment can be decreased as our technology infrastructure and hardware upgrades are improved. This in itself will help to improve the quality of our service to students.

Online assessment (or computer-based testing) will be measured by the computer-based testing certification tool and the number of devices available and used for each assessment window.

Onlin (Req	ne Assessments Needs Analysis uired)	Baseline	Target	Date for Target to be Achieved (year)
1.	Computer-Based Assessment Certification Tool completion rate for schools in the district (Spring 2014)	1	100%	2017
2.	Computers/devices required for assessments (based on schedule constraints)	204	304	2017

#### **STEP 2 - Goal Setting:**

Provide goals established by the district that support the districts mission and vision. These goals may be the same as goals or guiding principles the district has already established or adopted.

These should be long-term that focus on the needs of the district identified in step one. The goals should be focused on improving education for all students including those with disabilities. These goals may be already established goals of the district and strategies in step 3 will be identified for how digital learning can help achieve these goals.

## Enter district goals below:

- Highest Student Achievement: All schools will meet federal AMO benchmarks and meet expected growth on state assessments as documented in the District Improvement and Assistance Plan published online at <a href="https://www.flsiponline.com">www.flsiponline.com</a>
- Seamless Articulation and Maximum Access: All students will have opportunities
  for industry certifications and are prepared to enter postsecondary with the skills
  necessary to succeed.
- Skilled Workforce and Economic Development: All teachers will have opportunities for professional development to develop skills for implementing digital learning into the curriculum.
- Quality Efficient Services: All school sites will be safe and effective environments to support developing students.

## **STEP 3 - Strategy Setting:**

Districts will outline high-level digital learning and technology strategies that will help achieve the goals of the district. Each strategy will outline the districts theory-of-action for how the goals in Step 2 will be addressed. Each strategy should have a measurement and timeline estimation.

	Stra	tegies	
Goal Addressed	Strategy	Measurement	Timeline
Highest student achievement	Supply teachers and students with high quality digital content aligned to the Florida Standards	<ul> <li>Purchase         Instructional         Materials in digital         format     </li> </ul>	50% of purchases in 2014-2015
Highest student achievement	Continue support of an integrated digital tool system to aid teachers in providing the best education for each student.	<ul> <li>Fully implement system across nine components</li> <li>Integrate instructional materials into system</li> </ul>	2014 and ongoing
Highest student achievement	Create an infrastructure that supports the needs of digital learning and online assessments	Bandwidth amount     Wireless access for     all classrooms	2014-2019

## Enter the district strategies below:

Goal Addressed	Strategy	Measurement	Timeline
Seamless Articulation and Maximum Access	Grow the number of CAPE academy opportunities for students at all schools	Register more career-themed courses and career academies in 2014-2015 than were previously registered in 2013-2014	2014-2015
Skilled Workforce and Economic Development	Purchase individualized professional development for	Purchase Edivation	2014-2015

	teachers to work on technology skills		
Skilled Workforce and Economic Development	Continue subscription of Edgenuity with expanded number of course offerings so that more teachers can implement the online curriculum if desired	Continue Edgenuity Contract	2014-beyond
Quality Efficient Services	Continue to implement the Safe Schools Program allowing teachers the opportunity to work on safety practices online	Continue Safe Schools	2014-beyond

#### Part III. DIGITAL CLASSROOMS PLAN - ALLOCATION PROPOSAL

The DCP and the DCP Allocation must include five key components as required by s.1011.62(12)(b), F.S. In this section of the DCP, districts will outline specific deliverables that will be implemented in the current year that are funded from the DCP Allocation. The five components that are included are:

- A) Student Performance Outcomes
- B) Digital Learning and Technology Infrastructure
- C) Professional Development
- D) Digital Tools
- E) Online Assessments

This section of the DCP will document the activities and deliverables under each component. The section for each component include, but are not limited to:

- o <u>Implementation Plan</u> Provide details on the planned deliverables and/or milestones for the implementation of each activity for the component area. This should be specific to the deliverables that will be funded from the DCP Allocation.
- Evaluation and Success Criteria For each step of the implementation plan, describe process for evaluating the status of the implementation and once complete, how successful implementation will be determined. This should include how the deliverable will tie to the measurement of the student performance outcome goals established in component A.

Districts are not required to include in the DCP the portion of charter school allocation or charter school plan deliverables. In s. 1011.62(12)(c), F.S., charter schools are eligible for a proportionate share of the DCP Allocation as required for categorical programs in s. 1002.33(17)(b).

Districts may also choose to provide funds to schools within the school district through a competitive process as outlined in s. 1011.62(12)(c), F.S.

## A) Student Performance Outcomes

Districts will determine specific student performance outcomes based on district needs and goals that will be directly impacted by the DCP Allocation. These outcomes can be specific to a individual school site, grade level/band, subject or content area, or district wide. These outcomes are the specific goals that the district plans to improve through the implementation of the deliverables funded by the DCP Allocation for the 2014-15 school year.

Enter the district student performance outcomes for 2014-15 that will be directly impacted by the DCP Allocation below:

Studen	t Performance Outcomes	Baseline	Target	Date for Target to be Achieved (year)
10.	ELA Student Achievement	50%	67%	2015
11.	Math Student Achievement	52%	65%	2015
12.	Science Student Achievement	49%	60%	2015
13.	ELA Learning Gains	62%	65%	2015
14.	Math Learning Gains	64%	68%	2015
15.	ELA Learning Gains of the Low 25%	63%	67%	2015
16.	Math Learning Gains of the Low 25%	64%	68%	2015
17.	Overall, 4-year Graduation Rate			
18.	Acceleration Success Rate			
Studen Provide	t Performance Outcomes (District ed)	Baseline	Target	Date for Target to be Achieved (year)
4.	Attendance Rate	92%	95%	2015
5.	Students with attendance below 90%	74%	90%	2015
6.	Students exhibiting two or more EWS indicators	21%	10%	2015

## B) Digital Learning and Technology Infrastructure

State recommendations for technology infrastructure can be found at <a href="http://www.fidoe.org/BII/Instruct Tech/pdf/Device-BandwidthTechSpecs.pdf">http://www.fidoe.org/BII/Instruct Tech/pdf/Device-BandwidthTechSpecs.pdf</a>. These specifications are recommendations that will accommodate the requirements of state supported applications and assessments.

Implementation Plan for B) Digital Learning and Technology Infrastructure:

Infras	tructure Implementation		1		
	Deliverable	Estimated Completion Date	Estimated Cost	School/ District	Outcome from Section A)
B.1.	Purchase and implement 160 student stations at SPS (110) and SES (50) to assure equity distribution of technology	5/2015	56,000	SPS, SES	Assure equity of access to technology for all students and staff in the district
B.2.	Purchase and implement hardware for 30 model classrooms to include ceiling mounted projectors, document cameras, interactive boards, and sound systems.	5/2016	198,000	SIS, SMS, SHS, BES, BHS	Effectively integrate technology into the curriculum aligned with the FS.

Evaluation and Success Criteria for B) Digital Learning and Technology Infrastructure:

Describe the process that will be used for evaluation of the implementation plan and the success criteria for each deliverable. This evaluation process should enable the district to monitor progress toward the specific goals and targets of each deliverable and make mid-course (i.e. mid-year) corrections in response to new developments and opportunities as they arise.

Infrastructu	Infrastructure Evaluation and Success Criteria				
Deliverable (from above)	Monitoring and Evaluation and Process(es)	Success Criteria			
B.1.	This infrastructure activity will be monitored by the monthly reporting to stakeholders of activities.	All 160 devices installed and functioning properly by May 2015			
B.2.	This infrastructure activity will be monitored by the monthly reporting to stakeholders of activities.	All 30 model classrooms installed, functioning properly, and being used to enhance classroom learning by May 2016			

## C) Professional Development

State recommendations for digital learning professional development include at a minimum, – High Quality Master In-service Plan (MIP) Components that address:

- School leadership "look-fors" on quality digital learning processes in the classroom
- Educator capacity to use available technology
- Instructional lesson planning using digital resources
- Student digital learning practices

These MIP components should include participant implementation agreements that address issues arising in needs analyses and be supported by school level monitoring and feedback processes supporting educator growth related to digital learning.

Please insert links to the district MIP to support this area, attach a draft as an appendix to the district DCP or provide deliverables on how this will be addressed.

Implementation Plan for C) Professional Development:

The plan should include process for scheduling delivery of the district's MIP components on digital learning and identify other school based processes that will provide on-going support for professional development on digital learning.

Deliverable	Estimated Completion Date	Estimated Cost	School/ District
Build capacity among current blended learning instructors and recruit new ones	Ongoing	No funding from DCP (TIF Grant)	All Schools
Continue to train teachers in the use of cPalms and the icPalms applications	Ongoing	No funding from DCP (TIF Grant)	All Schools
Train teachers and administrators to use Performance Matters for classroom and school level assessments	Ongoing	No funding grom DCP (TIF Grant)	All Schools
Train administration to use Observation 360 and the corresponding program Edivation to assist teachers in improving their instructional practice.	Summer 2015	No funding from current DCP – Instructional Leadership Allocation	All Schools

## D) Digital Tools

Digital Tools should include a comprehensive digital tool system for the improvement of digital learning. Districts will be required to maintain a digital tools system that is intended to support and assist district and school instructional personnel and staff in the management, assessment and monitoring of student learning and performance.

Digital tools may also include purchases and activities to support CAPE digital tools opportunities and courses. A list of currently recommended certificates and credentials can be found at: <a href="http://www.fldoe.org/workforce/fcpea/default.asp">http://www.fldoe.org/workforce/fcpea/default.asp</a>. Devices that meet or exceed minimum requirements and protocols established by the department may also be included here.

Implementation Plan for D) Digital Tools:

Digita	l Tools Implementation				
	Deliverable	Estimated Completion Date	Estimated Cost	School/ District	Outcome from Section A)
D.1.	Teengagement - Secondary	January 2015	\$5000	BHS, SHS	
D.2.	Upgrading Calculators in grades 7-10 (Science/Math)	January 2015	\$20,000	BHS, SMS, SHS	

If no district DCP Allocation funding will be spent in this category, please briefly describe below how this category will be addressed by other fund sources.

Brief description of other activities	Other funding source
Edgenuity	Instructional Materials Allocation
Learning.com	NEFEC

Evaluation and Success Criteria for D) Digital Tools:

Describe the process that will be used for evaluation of the implementation plan and the success criteria for each deliverable. This evaluation process should enable the district to monitor progress toward the specific goals and targets of each deliverable and make mid-course (i.e. mid-year) corrections in response to new developments and opportunities as they arise.

<b>Digital Tools</b>	Digital Tools Evaluation and Success Criteria				
Deliverable	Monitoring and Evaluation Success Criteria				
(from	and Process(es)				
above)					
D.1.	Teacher usage will be				

	monitored electronically Teacher opinion surveys will be given.
D.2.	Usage will be monitored and evaluated by school-based administration, science/math department chairs.

#### E) Online Assessments

Technology infrastructure and devices required for successful implementation of local and statewide assessments should be considered in this section. In your analysis of readiness for computer-based testing, also examine network, bandwidth, and wireless needs that coincide with an increased number of workstations and devices. Districts should review current technology specifications for statewide assessments (available at <a href="https://www.FLAssessments.com/TestNav8">www.FLAssessments.com/TestNav8</a> and <a href="https://www.FSAssessments.com/">www.FSAssessments.com/</a>) and schedule information distributed from the K-12 Student Assessment bureau when determining potential deliverables.

Implementation Plan for E) Online Assessments:

Onlin	Online Assessment Implementation					
	Deliverable	Estimated Completion Date	Estimated Cost	School/ District	Outcome from Section A)	
E.1.	Evaluation of possibility to implement touch screen computers for assessment in grades K-1	June 2015		BES, SPS		

If no district DCP Allocation funding will be spent in this category, please briefly describe below how this category will be addressed by other fund sources.

Brief description of other activities	Other funding source
Performance Matters - Local Assessments	Reading Allocation/Federal Funds/TIF
TSCs - Assessment Support	TIF/General Fund

Evaluation and Success Criteria for E) Online Assessments:

Describe the process that will be used for evaluation of the implementation plan and the success criteria for each deliverable. This evaluation process should enable the district to monitor

progress toward the specific goals and targets of each deliverable and make mid-course (i.e. mid-year) corrections in response to new developments and opportunities as they arise.

Online Asses	Online Assessment Evaluation and Success Criteria		
Deliverable (from above)	Monitoring and Evaluation and Process(es)	Success Criteria	
E.1.	Report of feasibility to provide K-1 with touchscreen computers	Completion of Report	

## SUWANNEE COUNTY SCHOOL BOARD



Serving The Children Of Our Community

702 – 2<sup>nd</sup> Street, NW • Live Oak, Florida 32064 Telephone: (386) 647-4600 • Fax: (386) 364-2635 www.suwannee.k12.fl.us

> JERRY A. SCARBOROUGH Superintendent of Schools

JERRY TAYLOR

DISTRICT 1

CATHERINE CASON DISTRICT 2

> JULIE ULMER DISTRICT 3

ED DA SILVA DISTRICT 4

RONALD WHITE DISTRICT 5

LEONARD J. DIETZEN, III BOARD ATTORNEY

**MEMORANDUM** 

TO:

Jerry A. Scarborough, Superintendent of Schools TASIBIS

FROM:

Elizabeth Simpson, Director of Student Services

THRU:

Vickie Music DePratter, Chief Financial Officer 4/7

DATE:

November 20, 2014

RE:

Agenda Item for December 16, 2014, Regular Board Meeting

#### RECOMMENDATION:

The Superintendent recommends approval of the following contracts for the 2014-2015 school year:

#2015-83

Contract with Andretha Herring, d/b/a Andretha Herring's

(New)

Family Childcare Home

#### **BACKGROUND:**

This is a Rate and Service Contract for the 2014-2015 school year between the School Board of Suwannee County and a new Teen Parent Program Childcare Service Provider. The School Board of Suwannee County is required to offer childcare to the children of teenage parents who are students in Suwannee County District Schools (F.S. 1003.54).

ES/ro

# Suwannee County Public Schools Rate and Service Contract 2014-2015

THIS RATE AND SERVICES PROVIDER AGREEMENT ("Contract") is made and entered into on December 16, 2014, between the Suwannee County School Board (hereinafter referred to as the "DISTRICT"), and

Andretha Herring d/b/a Andretha Herring's Family Childcare Home 424 Johnson Boulevard Live Oak, Florida 32064 Phone - 386-362-5905

Teen Parent Program Childcare Services Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing childcare services to children of eligible students.

#### **ARTICLE I - RECITALS**

WHEREAS, the DISTRICT has the responsibility and obligation to operate the public school system of Suwannee County, Florida, and to provide for a free public school education for all children of school age who reside in said County, including services for students pursuant to § 1003.54, Fla. Stat., Teen Age Parent Program (TAPP);

WHEREAS: the DISTRICT is required, among other things, to provide for child care for students that qualify for services under TAPP during the period that the public schools of Suwannee County are in session;

WHEREAS, the DISTRICT is authorized by state law to enter into an agreement with the state approved child care PROVIDER for the aforementioned purpose.

WHEREAS: the DISTRICT proposes to contract with the PROVIDER for the purpose of providing child care services to qualified students under TAPP; and

WHEREAS, the PROVIDER is specially trained, experienced and competent to perform the childcare required by the DISTRICT, and such services are needed on a limited basis; and

WHEREAS, the PROVIDER has been approved by the State of Florida Department of Children and Families (Chapter 65C-22, Florida Administrative Code, Child Care Standards) and has met the qualifications to be licensed as a child care facility or child care program PROVIDER; and

WHEREAS, the PROVIDER is willing to provide such services to children of the DISTRICT'S eligible students (pursuant to § 1003.54, Fla. Stat; Teen Age Parent Program; TAPP); if selected by the eligible students; and

WHEREAS, the PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the children of the DISTRICT, students during the term of this Contract.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **RECITALS.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

#### **ARTICLE II - SPECIAL CONDITIONS**

#### 2.1 TERMS.

- a. This contract shall become effective December 16, 2014, by both parties and shall remain in force until June 30, 2015.
- b. This agreement, however, may be terminated by the DISTRICT or PROVIDER at the end of each fiscal year falling within the term of the agreement without penalty with notice to either party on or before 30 days prior to the end of any fiscal year falling within the term of this agreement.
- **2.2.** The PROVIDER shall provide a program of day care for qualified students as identified by the DISTRICT.
- 2.3. Students shall be permitted to select a provider from those providers set forth in Exhibit "A" attached: (List of Providers).
- 2.4 The DISTRICT will pay the PROVIDER selected by the student in accordance with Exhibit "B" attached: (Rate Scale for each Provider). The student shall be responsible for the payment of any provider charges over and above the payment- rate schedule amount.
- 2.5 The PROVIDER shall submit detailed invoices for reimbursement by the DISTRICT on or before the 20th business day of each month following the month for which services are provided. Monthly invoices must be itemized by student name and student identification number, actual number of hours for which services were provided, and an amount due. With each monthly invoice, PROVIDER shall submit:
  - Original attendance form provided by the DISTRICT in accordance with Exhibit C (District Attendance Form), showing the dates and times the student was in attendance. Invoices shall be submitted to Margaret Wooley, TAPP Coordinator, School Board of Suwannee County, Florida, 702 2<sup>nd</sup> Street, NW, Live Oak, Florida 32064.
- 2.6 The total amount to be paid to the PROVIDER by the DISTRICT under this contract shall not exceed Provider rate X 180 days for each year of the contract for day care charges without the specific agreement of the DISTRICT. The amount herein set forth may be increased by mutual agreement of the parties subject to availability of funding.
- 2.7 The PROVIDER shall be deemed an independent contractor. The DISTRICT shall exercise no authority over the personnel assigned to perform this contract by the PROVIDER. The DISTRICT shall have no supervisory authority over the PROVIDER personnel, and shall exercise no control over how the PROVIDER personnel perform their responsibilities under this contract. Should the DISTRICT have any dissatisfaction, concern, or complaints about the manner in which the PROVIDER personnel are performing responsibilities under this contract, those matters shall be communicated to the appropriate management personnel for such appropriate action as that person deems necessary.
- Notwithstanding any provision to the contrary contained in this agreement the PROVIDER and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of § 1002.22(2)(d), Florida Statutes and the Family Educational Rights and Privacy Act (FERPA), any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon the PROVIDER until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.
- 2.9 Upon request the PROVIDER shall permit the DISTRICT to audit the files maintained by the PROVIDER in its performance of this Agreement.

- 2.10 The PROVIDER contract administrator for this contract is:
  Andretha Herring
  d/b/a Andretha Herring's Family Childcare Home
  424 Johnson Boulevard
  Live Oak, Florida 32064
- 2.11 The PROVIDER shall indemnify, and hold harmless and defend the DISTRICT its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SUWANNEE COUNTY SCHOOL BOARD, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the services furnished by The PROVIDER, its agents, servants or employees in the provision of services or performance of duties by the Provider pursuant to this Agreement.
- 2.12 The PROVIDER must not disclose to the public the identity of any student or their child eligible for TAPP childcare services without the written permission of the parent/guardian of such student and the student, themselves.
- 2.13 The PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and parent conferences.
- 2.14 The PROVIDER shall complete and provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT:
  - I. IRS W-9 Form
  - II. Public Entity Crimes Statement
  - III. Debarment Certification
- 2.15 The contract administrator for the DISTRICT is:
  Margaret Wooley
  TAPP Coordinator
  Suwannee County School Board

#### The DISTRICT shall:

- 2.16 Be responsible for the enrollment of qualified students in the TAPP day care program and ensure that each student executes the appropriate agreement attached hereto as Exhibit "D" TAPP Rules Agreement.
- 2.17 Promptly notify the PROVIDER regarding any student that ceases to be eligible for TAPP day care services under this agreement.
- 2.18 Promptly pay all verified invoices for reimbursement services in accordance with law.

#### ARTICLE III - GENERAL CONDITIONS

- 3.1 Nothing in this Agreement shall be interpreted or construed to mean that the District waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.
- The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
- 3.3 The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.
- This Agreement may be canceled with or without cause by Suwannee County School Board during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.
- 3.5 Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.
- This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 3.7 No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.
- The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 3.9 The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 3.10 Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

#### 3.11 GOVERNING LAW

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 DISTRICT and the PROVIDER agree that the exclusive state court forum for said litigation shall be in Suwannee County, FL, in the court of appropriate jurisdiction. The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

- 3.12 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 3.13 Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from Suwannee County School Board.
- 3.14 Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.
- 3.15 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

#### 3.16 Notice.

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

#### To DISTRICT:

Superintendent of Schools Suwannee County School Board 702 2<sup>nd</sup> Street, NW Live Oak, FL 32064

#### With a Copy to:

Margaret Wooley
TAPP Coordinator
Suwannee County School Board
702 2nd Street, NW
Live Oak, FL 32064

#### With a Copy to:

Mr. Leonard J. Dietzen, III Rumberger, Kirk & Caldwell Attorney for Suwannee County School Board 215 S. Monroe Street, Suite 702 Tallahassee, FL 32301

#### To PROVIDER:

Andretha Herring
d/b/a Andretha Herring's Family Childcare Home
424 Johnson Boulevard
Live Oak, FL 32064

3.17	Authority.
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Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

#### 3.18 Excess Funds.

Any party receiving funds paid by the DISTRICT under this Agreement agrees to promptly notify the DISTRICT of any funds erroneously received from the DISTRICT upon the discovery of such erroneous payment or overpayment.

Any such excess funds shall be refunded to Board with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by the DISTRICT.

#### 3.19 Non-Exclusivity.

It is understood that the DISTRICT may also contract with other PROVIDERS to provide childcare services to children of eligible students. This contract in no way gives exclusivity to the PROVIDER for services rendered under the TAPP program.

#### 3.20 Public Records.

To the extent required by §119.0701, Florida Statute (2013), the Parties agree that public records created regarding this agreement shall be made available for requests and retained in accordance with the provisions of law.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

SUWANNEE COUNTY SCHOOL BOARD

PROVIDER

Andretha Herring
d/b/a Andretha Herring's Family Childcare Home
424 Johnson Boulevard
Live Oak, Florida 32064

Date:

Date:

Date:

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

Suwannee County School Board

## SWORN STATEMENT UNDER SECTION 287.133, FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE	OF	
COUN	ГҮ ОF	
	efore me, the undersigned authority, personally app y sworn, made the following statement:	eared, who, being by be
1.	The business address ofisisisisisi	
2.	My relationship to president, vice president).	(Contractor) is(relationship such as sole proprietor, partner,
2	Lunderstand a public entity crime as defined in Sc	ection 287 133 of the Florida Statutes includes a

- 3. I understand a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 4. I understand "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 5. I understand "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
- 6. Neither the Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Contractor nor any affiliate of the Contractor has been convicted of a public entity crime subsequent to July 1, 1992.

(Draw a line through paragraph 6 if paragraph 7 below applies.)

## SCSB 2015-83 (NEW)

7. There has been a conviction of a public entity crime by the Contractor, or an officer executive, partner, shareholder, employee, member or agent of the Contractor who i management of the Contractor or an affiliate of the Contractor. A determination has pursuant to Section 287.133(3) by order of the Division of Administrative Hearings public interest for the name of the convicted person or affiliate to appear on the convicted person or affiliate to appear or affiliate	is active in the been made that it is not in the victed vender list.
The name of the convicted person or affiliate is	, a copy or the
(Draw a line through paragraph 7 if paragraph 6 above applies.)	
Signature/Date	
Sworn to and subscribed before me in the state and county first mentioned above on the, 20	day of
Notary Public (affix seal)	
My Commission Expires	

## Certification Regarding Debarment, Suspension, and Other Matters

- 1. The prospective primary participant 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 from covered transaction by any federal department or agency;
  - b. Have not within a three (3) year period preceding this proposal 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in 1b. above, of this certification; and
  - d. Have not, within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
- 2. That if the prospective primary participant is unable to certify to any statements in this certification, such prospective primary participant shall attach an explanation to the proposal.

Name & Title of Authorized Representative	
Signature	Date

#### Exhibit A

#### List of Providers

Adrienne M. Burke
d/b/a Adrienne Burke-Cobbler Large Family Child Care Home
610 Martin Street (mailing)
712 Glass Street (physical)
Live Oak, Florida 32064
adrienneeburke32@yahoo.com
Phone - 386-965-6447 or 386-364-5487

Peppers Tripod Daycare Centers, Inc. d/b/a Let's Pretend Daycare

Evelyn Peppers
202 NW Duval Street
Live Oak, Florida 32064
Phone - 386-362-7001 FAX - 386-364-1428

Peppers Tripod Daycare Centers, Inc. d/b/a Peppers Little Helpers
Evelyn Peppers

12715 CR 136 Live Oak, Florida 32064

Phone - 386-362-3600 FAX - 386-364-1428

Andretha Herring d/b/a Andretha Herring's Family Childcare Home 424 Johnson Boulevard Live Oak, Florida 32064 Phone – 386-362-5905

## **EXHIBIT B**Rate Scale

	Aı				ily Child	dcare Hor Rates	ne	
	IFANTS		Year Olds		Year Olds 35 Months	Т	hree Year Olds	
0 – 1	.2 Months	12-2	23 Months	24	55 Months	Four Year Olds 36 – 59 Months		
Week	Day	Week	Day	Week	Day	Week	Day	
120.00	24.00	105.00	21.00	95.00	19.00	85.00	17.00	

#### EXHIBIT C ATTENDANCE FORM

#### **SUWANNEE COUNTY SCHOOLS**

## **Teenage Parent Child Care Program** 2014-2015 School Year

Child Care Provider's Name: Andretha Herring's Family Childcare Home

Mailing Address:

424 Johnson Boulevard

Live Oak, FL 32064

Phone:

386-362-5905

Contact:

Andretha Herring

Circle Current Month

**AUGUST 2014** 

SEPTEMBER 2014

OCTOBER 2014

NOVEMBER 2015

DECEMBER 2014

JANUARY 2015

FEBRUARY 2015 MARCH 2015

**APRIL 2015** 

**MAY 2015** 

JUNE 2015

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Child's Name	Ų (insei	rt date) ➤																								
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X = presentH = holiday (If child is absent, leave space blank)

Completed Attendance Sheet due by the 10<sup>th</sup> of each month following the month of attendance. Failure to return completed attendance sheet by due date can result in payment for services being delayed.

Deliver completed attendance sheet to:

Suwannee County School Board

ATTN: Margaret Wooley 702 2<sup>nd</sup> Street, Live Oak, Florida 32064 386-647-4636- ofc. 386-208-8687- FAX

mwooley@suwannee.k12.fl.us

#### **EXHIBIT D**

## Teenage Parent Program (TAP) Student Rules and Regulations

- The Teenage Parent Program is designed to assist teen-parents so that they can attend school and work toward graduating with a standard/special high school diploma.
- The teen-parent must be enrolled in Suwannee County District Schools and working toward a standard/special high school diploma in order to participate in the Teenage Parent Program.
- 3. The teen-parent and their guardian/parent must meet with the TAP contact at the teen-parent's school to review their education needs and goals and sign a parental decision letter, the TAP application and the TAP Student Procedures, The parental decision letter must be dated and signed before a student is placed in the TAP program. Students who are 18 years of age or older yet reside with their parents must have parental permission before entering TAP.
- 4. The teen-parent must bring to this meeting the following documents:
  - The infant's birth certificate/affidavit of age or medical documentation of pregnancy
  - \* Two (2) sets of the Original HRS forms:
  - 4 680 (blue immunization)
  - 040 (Yellow health screening)
  - Social security card for infant and self
    (if the infant's SS card is unavailable, bring documentation of application)
- The TAP contact will make copies of the documents for the student's TAP folder and copies
  for the Student Services contact in order for the infant to be registered in the Suwannee
  County School District.
- If the teen-parent is in need of transportation to school and daycare following the birth of their child, the school contract will notify the Student Services contact so that arrangements can be made for transportation.
- 7. The teen-parent MUST keep the infant's immunization updated. A original set of the updated immunization <u>Student Services contact</u> so that the infant's record can be updated in the MIS system.
- 8. The teen-parent must attend school (all classes) on a regular basis. When absent or tardy you must bring in a note so that absence/tardy can be excused. The teen-parent must make-up all work missed due to absences caused by parenting. Your infant will be withdrawn from the daycare center if you are not attending school regularly or you are not working towards graduating with a standard diploma.
- Your infant must attend daycare on all days that you attend school unless they are ill. If they
  are unable to attend daycare due to illness, please contact the daycare center as soon as
  possible.
- 10. If the teen-parent is in need of health or social services they should meet with the TAP contact in their school so that these services can be arranged.

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By signing this form, I acknowledge that I have read and understand the rules and regulations of the Suwannee County District School's Teenage Parent Program.

I also understand that failing to follow these rules and regulations will result in the termination/suspension of my child/children's daycare services.

(Teenage Parent's Signature)	(Date)
(Parent'/Guardian's Signature)	(Date)

After obtaining signatures make a copy. Give the copy to the student and send the original to the Student Services contact for the student's TAP folder.

#### EXHIBIT D

## Suwanee District Schools Student Dropout Preventions Component Teenage Parent Program Referral/Eligibility and Placement

STUD	ENT	DATE OF BIRTH	GRADE	
SCHO	OL: Branford High School	Suwannee High School	Suwannee Middle	
1. St	tudent referral/eligibility date			
2. Pa	rent notification of staffing (date of letter)		-	
3. Sta	affing committee meeting date			
4. Sti	udent placed in <u>Teenage Parenting Progra</u> n	<u>o</u> (date)	on basis of:	
	aAttached medical diagnosis	of pregnancy by physician (	14 6	
	bTeenage parent(s) age:			
	Age of child/children:			
	ure – Guidance Counselor	Date Signature –		Date
	I give permission for			in the
	Parent Signature		Date	
1	I do not want my son/daughter to participa	te in the Teenage Parent Pro	gram offered by Suwannee District Scho	ools.
	Parent Signature		Date	
	*************************************		***********************	##
		Parent Conference C		
	A Guidance Counselor has discussed the			
	Explanation of Teenage Parent Pro Adjusted Student Schedule (if need Homebound Instruction Requireme Participation and Criteria for Child Complete Enrollment Forms for ch Note: Teenage Parent is required to pro 1. Child's birth certifi	led) onts (if needed) Care (if needed) ild/Children ovide the school with the fo cate 2. Child's Current p	llowing document for child care: hysical exam with past 12 months	
	•	mmunization Record 4.	Completed SCSD Enrollment Form for	or Child
. 8	Staffing Committee Signatures:			
-		Parent/Guardi	an/Spouse	
-		Student		
		Other:		

#### **EXHIBIT D**

## Suwannee County District Schools Teen Parent Program

1000

· •	_, wish to participate in the	Teen-Parent Program.
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- 1. I understand this is a voluntary program and requires parental permission. (If minor)
- 2. I certify that I am eligible for participation in the Teen-Parent Program.
  - Eligibility requirements: currently enrolled in Suwannee County District Schools, have medically documented pregnancy or birth.
- I understand that the goal of my participation in the Teen-Parent Program is to continue with my educational career, obtain a standard/special diploma and develop my parenting skills.
- 4. I understand that if I pursue the receipt of an adult diploma, I am no longer eligible for this program or its services.
- 5. I understand that I am responsible for communicating with Suwannee County District Schools regarding my need for day care, transportation and any change in eligibility for this program.
- 6. I understand that I am responsible for supplying Suwannee County District Schools the following documents:
  - a. Medical documentation of my pregnancy and/or the birth certificate or an affidavit of age for my child
  - b. My child's immunization record and health screening form
  - c. My child's social security card or documentation of the application requesting my child's card.
- 7. I understand that I am required to regularly attend school and that my child is required to attend day care on all days that I attend school except in case of illness (mine or my child).

Any person knowingly and willfully giving fulse information in this application form is guilty of a misdemeasor of the second degree, punishable by imprisonment for up to sixty (60) days and a fine up to \$500 pursuant to 887.06, 775.082 (4)(a) and 775.088(1)(d), Florida Statues.

By signing this form, I acknowledge that I have read and understand the rules and goals of Suwannee County District School's Teen-Parent Program and that failure to comply with these rules and goals may result in the termination or suspension of my participation in the Teen-Parent Program.

Student's Signature	<del></del>	Date
Student Identification Number		Student Social Security #
Date of Birth	School	Grade
Address		Telephone
City		Zip Code
Parent's Signature (if minor)	<del>_</del>	Date
Counselor's Signature	_	Date
Emergency Contact	· · · · · · · · · · · · · · · · · · ·	Telephone

# SUWANNEE COUNTY SCHOOL BOARD



Serving The Children Of Our Community

702 – 2<sup>nd</sup> Street, NW • Live Oak, Florida 32064 Telephone: (386) 647-4600 • Fax: (386) 364-2635 www.suwannee.k12.fl.us

> JERRY A. SCARBOROUGH Superintendent of Schools

JERRY TAYLOR DISTRICT 1

CATHERINE CASON

DISTRICT 2

JULIE ULMER DISTRICT 3

ED DA SILVA DISTRICT 4

RONALD WHITE DISTRICT 5

LEONARD J. DIETZEN, III

BOARD ATTORNEY

### **MEMORANDUM**

TO:

Jerry Scarborough, Superintendent of Schools

FROM:

Bill Brothers, Director of Human Resources

THRU:

Vickie Music, Chief Financial Officer Whu

DATE:

December 1, 2014

RE:

December 16, 2014, Regular Meeting Agenda Item

#### **RECOMMENDATION:**

- 1. The Superintendent recommends approval to advertise the following revisions to the Suwannee County School Board Policy Manual:
  - 3.05 Administrative Organization
  - 3.12 Public Information and Inspection of Records
  - 4.01 Student Progression Plan
  - 4.017 Early High School Graduation (new)
  - 4.02 The Curriculum
  - 4.021 Physical Education
  - 4.11 Allocation of Instructional Material
  - 4.15 District and Statewide Assessment Program
  - 4.16 Security of Tests
  - 4.17 Challenged Materials
  - 5.021 Homeless Students
  - 5.03 Student Assignment
  - 5.107 Hazing (new)
  - 5.19 Student Records
  - 5.20 Directory Information

6.80	Personnel Files
6.81	Assessment of Employees
6.811	Instructional Employee Performance Criteria
7.142	Bid Protest Resolution

# BACKGROUND:

These policy revisions were reviewed in workshop on November 18, 2014.

## ADMINISTRATIVE ORGANIZATION

3.05\*

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## POLICY:

The administrative head of each school is the School Principal. The District also appoints Assistant Principals and Assistant Principal-Curriculum Coordinators to the school as needed.

The District Staff exists to give support and direction to the schools. The Superintendent is assisted in this responsibility by administrators on staff in the positions of Assistant Superintendent, Director, Supervisor, Manager and Coordinator.

(Organization Chart is attached)

STATUTORY AUTHORITY:

1001.41; 1001.42, F.S.

LAWS IMPLEMENTED:

120.53; 1001.42; 1001.43; 1012.27, F.S.

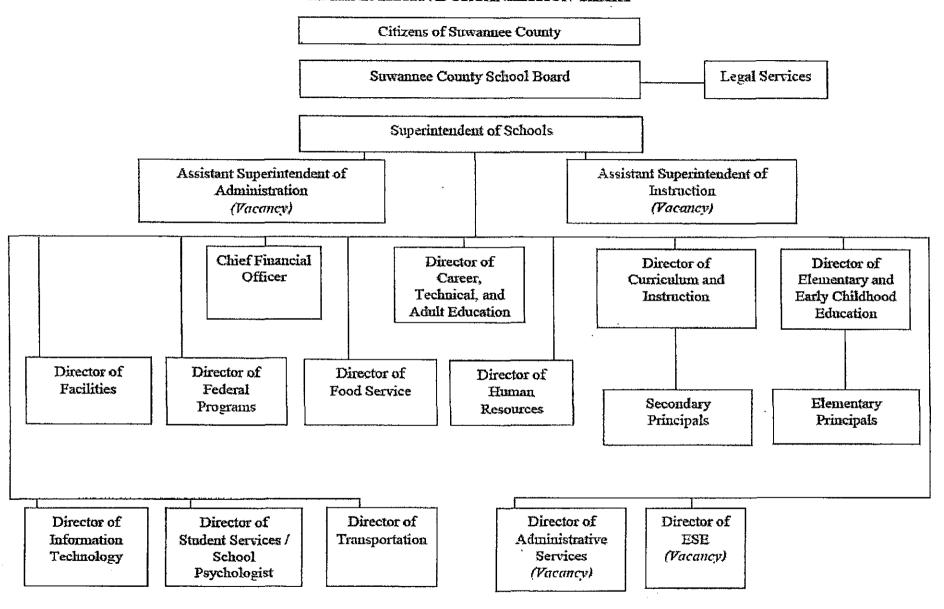
History:

Adopted:

Revision Date(s):7/22/2014

Formerly:

### SUWANNEE DISTRICT SCHOOLS ADMINISTRATIVE ORGANIZATION CHART



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### CHAPTER 3.00 - SCHOOL ADMINISTRATION

### PUBLIC INFORMATION AND INSPECTION OF RECORDS

3.12

## POLICY:

All public records pursuant to Florida Statutes shall be available for inspection or copying at reasonable times during normal office hours of the District Office or other offices in which records are maintained.

- I. Photocopying or other reproduction of any record shall be performed upon a person's request. Charges for photocopying or reproducing shall be in accordance with the School Board Rule entitled "Photocopying of Public Records" (3.07).
- II. Records maintained by the District which are exempt from public inspection include, but are not limited to:
  - A. Personally identifiable records of students, pursuant to Florida Statutes and the Federal Family Educational Rights and Privacy Act (FERPA).
  - B. Portions of personnel records, pursuant to Florida Statutes;
  - C. All work products developed in preparation for collective bargaining, pursuant to Florida Statutes;
  - D. Appraisals, offers, and counter offers relating to purchase of real property, pursuant to Florida Statutes;
  - E. Legal records prepared by an attorney exclusively for civil or criminal litigation, pursuant to Florida Statutes, and litigation files regarding employees while the case is active;
  - F. A complaint of misconduct filed with the District against a District employee and information obtained in the investigation until the investigation is concluded with a finding to proceed or

### CHAPTER 3.00 - SCHOOL ADMINISTRATION

- not to proceed with disciplinary action or charges and the subject of the complaint has been notified of the finding;
- G. Data processing software obtained under a licensing agreement which prevents its disclosure, and data processing software designated by the School Board as "sensitive", pursuant to Florida Statutes;
- H. Sealed responses to request for bids or proposals, until such time as they are publicly opened, pursuant to Florida Statutes.
- I. Personally identifiable records of dependent children of former or current employees who are insured by a District group insurance plan; and
- J. Employee and student health and medical records as prescribed by Florida Statutes and P.L. 104-191, Health Insurance Portability and Accountability Act of 1996 (HIPAA).

## STATUTORY AUTHORITY:

1001.41; 1001.42, F.S.

<u>LAWS IMPLEMENTED</u>: 119.07, 119.071, 447.605; 1001.43; 1002.22;

1008.24, 1012.31; 1002.221, 1013.14, F.S.

34CFR 99; P.L. 103-382, 104-191

History: Adopted:

Revision Date(s): 2/23/2010, 7/23/13, 1/28/2014

Formerly: New

## STUDENT PROGRESSION PLAN

4.01

## **POLICY:**

The School Board shall approve the *Student Progression Plan* and copies shall be maintained in the District Office and at each school. The Plan shall be pursuant to Florida Statutes and shall be comprehensive to include student performance standards and promotional and graduation requirements for Grades K-12, adult and general education, exceptional student education, dual enrollment, job entry, and vocational education including programs and courses in agriculture, business, marketing, health occupations, public service, home economics, industrial, and compensatory education. The plan shall include options for virtual instruction, academic acceleration and early high school graduation. After School Board approval, the District *Student Progression Plan* shall be made a part of this rule. The Area Vocational-Technical Center shall be authorized to add courses / programs during the school year in addition to those listed in the Student Progression Plan. These courses / programs shall be added on the basis of business, industry, or community needs.

### STATUTORY AUTHORITY:

1001.41; 1001.42, F.S.

LAWS IMPLEMENTED:

1001.43, 1002.3105, 1002.321, 1003.4156,

1003.428,

1003.4281, 1003.4295, 1003.437, 1003.49, 1008.25, F.S.

History: Adopted:

Revision Date(s): 11/20/01, 4/27/2010, 4/24/12, 10/23/12,

7/22/2014

Formerly: IA, Pupil Progression Plan 4.01

## **EARLY HIGH SCHOOL GRADUATION**

4.017\*+

- I. A student who earns twenty-four (24) credits and meets the graduation requirements stated in Florida Statutes in fewer than eight (8) semesters or the equivalent may elect early graduation. The District shall notify the parent and student who qualifies for early graduation.
- II. Procedures for the implementation of this policy and relevant law shall be established.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

1001.43, 4003,4281, F.S.

HISTORY:

ADOPTED: \_

**REVISION DATE(S):** 

FORMERLY: NEW

**©EMCS** 

Revised: 08/22/14

Page 1 of 1

NEFEC 4.017\*+

### THE CURRICULUM

4.02\*

## **POLICY:**

- I. The District curriculum shall be determined by:
  - A. Student performance standards, curriculum frameworks, and assessment tests;
  - B. Students' needs as determined by studies, assessments and surveys;
  - C. Continuous evaluation of curriculum effectiveness in meeting students' needs in the District; and
  - D. Florida Statutes, State Board of Education Rules, and the School Board.
- II. The Superintendent may appoint such committees and special study groups as may be necessary to assist in determining the educational needs of the District.
- III. The Superintendent shall designate an appropriate staff member who is responsible for the development and coordination of the total curriculum of the District.
- IV. The program of instruction shall include, but not be limited to
  - A. Elementary Level Curriculum reading, language arts, social studies, science, health, physical education, music, art, mathematics, character education, and such other disciplines that may be considered necessary to a comprehensive elementary school program. The curriculum shall include instruction in study and work habits, critical thinking skills, health and hygiene, citizenship, career orientation, the establishment of purposes, and the development of character and morality;

- B. Middle Level Curriculum Mathematics, language arts, reading, science, social studies, music, art, health, physical education, exploratory career education, computer literacy if resources are available, and critical thinking skills. Activities which offer desirable experiences such as consumer education, band, drama, creative writing, athletics, and student government shall be promoted. Instruction in the use of the library and counseling services shall be provided;
- C. Senior Level Curriculum Will consist of courses which meet the needs of all students. Both college preparatory and terminal courses shall be offered at levels which will challenge each student to perform in accordance with his/her ability.
  - 1. Library instruction and counseling services shall be provided.
  - 2. A program of student government, student publications, drama, music, social activities, and athletics shall be provided for the development of well-rounded citizens.
- D. A student's progression from one grade to another shall be determined, in part, upon proficiency in reading, writing, science, and mathematics.
- V. The Superintendent or designee shall make an annual report to the School Board each year, giving the status of the instructional program in meeting the District's educational goals and objectives and recommendations for improving the curriculum.
- VI. The responsibility and right of an instructional staff member to present information of a controversial nature is hereby recognized. The teacher shall not present controversial material or issues which are not directly

or closely related to the subject area being taught. In presenting controversial materials on an issue, the teacher shall present all sides of the question without bias or prejudice and shall permit each student to arrive at his / her own conclusions.

- VII. A course description shall be presented for School Board approval before any course or unit in the objective study of the Bible or a comparative study of religion, as provided in Section 1003.45, Florida Statutes, is initiated in any school. The description shall detail the purpose of the course, the materials to be used, grade location, length of the course, and credit value. No teacher shall present or permit to be presented any material which ridicules any religious sect, belief, or faith.
- VIII. Prior to initiating any course or unit of instruction in human growth and development, a course outline and complete description shall be presented for School Board approval. This rule does not preclude the teaching of personal cleanliness in health and physical education classes or in the elementary grades, or the teaching of matters relating to sex education as provided in state-adopted textbooks, or information relating to sex education as required in other course using duly-adopted textbooks and materials where sex education is an incidental part of the course.
- IX. It shall be the responsibility of the school to make students aware of the dangers and consequences of sexually transmitted diseases. The manner, scope, and levels at which this information will be presented shall be determined by the Superintendent or designee in consultation with instructional supervisors and principal(s). Prior to initiating any such unit of instruction, the proposed program, the materials to be used, and other essential information shall be presented to the School Board for approval. When any questionable information is to be viewed by mixed groups, the sexes may be separated for presentation of materials.

- X. Age-appropriate information about Acquired Immune Deficiency Syndrome (AIDS), Human Immunodeficiency Virus (HIV) infection, and other sexually transmissible diseases shall be taught in Grades K-12. Instruction shall address causes, transmission, and prevention and shall be approved by the School Board.
- XI. The Superintendent or designee shall review curriculum frameworks which are prepared and distributed by the Florida Department of Education and related to AIDS education. If the curriculum frameworks are inconsistent with locally determined curriculum for AIDS education or are not reflective of local values and concerns, the Superintendent shall advise the School Board and provide recommendations for instructional activities.
- XII. A student shall be exempt from instructional activities on reproductive health or Acquired Immune Deficiency Syndrome (AIDS) provided his / her parent(s) or legal guardian files a written request with the school principal.
- XIII. In compliance with Florida Statute 1003.46, throughout instruction in Acquired Immune Deficiency Syndrome, sexually transmitted diseases, or health education, when such instruction and course material contains instruction in human sexuality, a school shall:
- A. Teach abstinence from sexual activity outside of marriage as the expected standard for all school-age children while teaching the benefits of monogamous heterosexual marriage.
- B. Emphasize that abstinence from sexual activity is a certain way to avoid out-of-wedlock pregnancy, sexually transmitted diseases, including Acquired Immune Deficiency Syndrome (AIDS), and other associated health problems.

- C. Teach that each student has the power to control personal behavior and encourage students to base actions on reasoning, self-esteem, and respect for others.
- D. Provide instruction and material that is appropriate for the grade and age of the student.
- XIV. The Superintendent or designee shall develop a physical education program to implement the requirements of Florida Statutes.
- XV. The Superintendent or designee shall develop procedures to implement the provisions of the Florida Secondary School Redesign Act. Requirements of the Act shall be incorporated into the *Student Progression Plan*.
- XVI. When dealing with political issues, the positions of all parties will be presented on a non-partisan basis. Partisan political literature will not be distributed in schools. However, schools may give out information relating to school district taxes or the need for construction bonds.
- XVII. All course materials and verbal or visual instruction shall conform to the requisites and intent of all Florida law and the State constitution. All instructional materials, including teachers' manuals, films, tapes, or other supplementary instructional material, shall be available for inspection by parents or guardians of the children engaged in such classes.

#### STATUTORY AUTHORITY:

1001.41; 1001.42, F.S.

LAWS IMPLEMENTED: 1000.21, 1001.43;, 1003.42; 1003.4203, 1003.428,1003.45; 1003.455; 1003.46;1006.28; 1006.29; 1008.25; 1010.305, F.S.

STATE BOARD OF EDUCATION RULE: 6A-1.09412; 6A-1.09414

### PHYSICAL EDUCATION

4.021\*+

The School District of Suwannee County believes that physical education is an important component of the total educational program. Physical activity is essential to the development and maintenance of good health. The physical education program shall focus on providing students with the knowledge and skills to make healthy lifestyle decisions.

- I. The physical education program shall be consistent with the standards of the National Association for Sport and Physical Education and with <u>state</u> <u>standards</u>. the Sunshine State Standards. It shall be an integral part of the District Wellness Program.
- II. The physical education curriculum shall be a continuum from prekindergarten through grade 12. Activities shall be appropriate for the grade level and capabilities of the students and shall be of sufficient intensity and duration to provide a health benefit.
- III. Goals of the physical education program shall include
  - A. Competency in motor skills and movement patterns;
  - B. Understanding of human movement as it relates to physical activities;
  - C. Understanding of the benefits of regular participation in physical activity;
  - D. Regular participation in physical activity;
  - E. Achievement of a health-enhancing level of physical fitness;
  - F. Knowledge of safety in physical activities;
  - G. Knowledge of first aid and cardiopulmonary resuscitation (CPR);

- H. Demonstration of responsible personal and social behavior in physical activity;
- I. Recognition and acceptance of the differing abilities of people;
- J. Recognition of the values of physical activity for health, enjoyment, challenge, self-expression, and social interaction; and
- K. Increase in health and wellness.
- L. Provide a continuum of services designed to meet the needs of students with disabilities as determined by the students' Individualized Education Plan.
- IV. The District shall develop a comprehensive physical education plan with input from teachers, parents, students, and representatives from the medical and sports fields. The plan shall be reviewed annually by the Wellness Committee and modified as appropriate. The plan shall adhere to the requirements of Florida Statutes.
- V. The District shall notify parents annually that counseling concerning the benefits of physical education is available at each school. The District shall also inform parents, prior to scheduling a student for physical education, that the requirement for participation in physical education may be waived under certain circumstances as specified in law.
- VI. Any student who is unable to participate in the physical education program may be excused by action of the School Board as provided in the District Student Progression Plan.
- VII. A note from a student's parent(s) or legal guardian shall excuse a student temporarily at the discretion of the principal from active involvement in physical education after an absence due to an illness or injury.

VIII. A student who by reason of illness or physical disability is unable to participate in the more vigorous forms of physical education activities shall be assigned to modified activity upon the recommendation of the attending physician. Work completed under a modified program shall be granted with full credit.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

 $1001.43, 1003.41, 1003.42, \frac{1003.428}{1003.428},$ 

1003.453, 1003.455, F.S.

**HISTORY:** 

ADOPTED:

**REVISION DATE(S): 7/28/09, 7/22/2014** 

FORMERLY: Exemption from Physical Education

## ALLOCATION OF INSTRUCTIONAL MATERIAL

4.11\*

## **POLICY:**

- A. The distribution of all textbooks, library resources, and other instructional materials shall be made on an equitable basis to District schools. The allocation of these materials shall be based solely on student full-time equivalent membership funds, school enrollment and membership, or similar indicators of the schools' student population and needs.
- B. Student fees may be charged only for special need areas when recommended by the Principal and approved by the Superintendent.

STATUTORY AUTHORITY:

1001.41; 1001.42, F.S.

LAWS IMPLEMENTED:

1001.43; 1006.28, <u>1006.40</u> F.S.

History:

Adopted:

Revision Date(s):

Formerly: JN

### DISTRICT AND STATE-WIDE ASSESSMENT PROGRAM

4.15

## **POLICY:**

- I. Provisions of the District and state-wide testing program for students shall be set forth in the *Student Progression Plan*. Test accommodations shall be made for students with disabilities and English Language Learners (ELL) consistent with state and federal requirements. No student shall be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any District testing program on the basis of race, color, gender, national or ethnic origin, political or religious beliefs, marital status, sexual orientation, disability, genetic information, or religion. Test modifications shall be made for students with disabilities and Limited English Proficiency (LEP) consistent with state and federal requirements.
- II. The District shall adopt local assessments to measure student performance in all subjects and grade levels not measured under the statewide assessment program. The assessments shall measure mastery of course content as described in state adopted course descriptions. Local assessments may include statewide assessments, other standardized assessments, industry certification assessments, end of course assessments, and teacher-selected or principal-selected assessments. The following assessment schedule shall be approved by the School Board and published on the District website and reported to the Department of Education.
- III. The parent, as defined by Florida Statutes, of each student must be notified of the progress of the student toward achieving state and District expectations for proficiency in reading, science, writing and

mathematics. A student's state assessment results must be reported to the parent or guardian.

STATUTORY AUTHORITY:

1001.41; 1001.42, F.S.

LAWS IMPLEMENTED: 1000.21, 1001.11(5); 1001.43; 1008.22; 1008.34, F.S.

History: Adopted:

Revision Date(s): 12/14/99, 4/27/10

Formerly: New

## SECURITY OF TESTS

4.16

## **POLICY:**

All mandatory tests administered by or through the State Board of Education, and District administered national norm-referenced achievement tests, and local assessments adopted under the provisions of §1008.22, F.S. shall be secured pursuant to Florida Statutes, and State Board of Education Rules

- I. District and school personnel who have access to mandated tests shall be informed of test security laws and procedures and of penalties for breaches of test security.
  - A. The testing coordinator shall instruct school test coordinators and principals on test security measures.
  - B. Principals shall be responsible for informing their faculty of test security measures.
- II. The loss of tests, cheating, or any other breach of test security procedures and laws shall be reported immediately to the testing coordinator. Any unresolved problems in the District shall be reported to the Florida Department of Education pursuant to provisions in State Board of Education Rule 6A-10.042.
  - III. The testing coordinator shall coordinate the return and/or destruction of test materials as directed by the Florida Department of Education.

STATUTORY AUTHORITY:

1001.41; 1001.42, F.S.

LAWS IMPLEMENTED:

1001.11(5); 1001.43;

1008.22; <u>1008.23</u>, 1008.24; 1008.34, F.S.

STATE BOARD OF EDUCATION RULE:

6A-10.042

History:

Adopted:

Revision Date(s): 4/27/10

Formerly:

### **CHALLENGED MATERIALS**

4.17

## **POLICY:**

- I. The following procedures shall be followed when the appropriateness of <u>District-adopted</u> books or materials is questioned:
  - A. School-community citizens may register their concerns with the Superintendent or principal of the school where material is being challenged.
  - B. All concerns shall be presented in writing on a printed form that is available in each school office or the Superintendent's office or on the District website. The written objection must be filed within thirty (30) calendar days of the adoption of the material. A complainant who does not complete and return the form within the required time shall receive no consideration. The statement shall include the following information:
    - 1. Author, compiler, or editor;
    - 2. Publisher;
    - 3. Title;
    - 4. Reason for objection;
    - 5. Page number of each item challenged; and,
    - 6. Signature, address and telephone number of person making the complaint eriticism.
  - C. Within thirty (30) days after the initial thirty-day period has expired, the School Board shall conduct at least one public hearing on all petitions received during the thirty-day time period. The petitioner(s) shall be

- D. notified in writing of the date and time of the hearing at least seven (7) days prior to the hearing.
- E. The contested material shall be made available to the public online at least seven (7) days before the hearing.
- F. The decision of the School Board, after convening a hearing, shall be final and not subject to further review or petition.
  - G. These procedures shall be followed for school level appeals:
- II. The following procedures shall be followed for other objections to instructional materials:
  - A. A parent, as defined by Florida Statutes, may object to his/her child's use of a specific instructional material or an adult student may object to the use of a specific material in his/her instructional program. The parent or adult student may request a conference with the principal or principal's designee to discuss the use of the material.
  - B. The complainant will be provided with the District's policies and procedures for the selection of instructional materials. The principal or designee will explain the use of the material in the instructional program and answer questions from the individual.
  - C. If the issue is not resolved at the conference, the complainant will be provided with the form to file a written objection and an explanation of the process that will be followed.

# D. School-level Appeals

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1. A committee of teachers, educational media specialists, and other qualified personnel shall be appointed by the principal to

evaluate the challenged materials and to make recommendations of any changes. The principal shall notify the Superintendent and the instructional materials coordinator when a committee is convened.

- 2. County adopted curriculum Challenged materials shall not be removed immediately; however, any other challenged such materials shall not be available for student use pending a final decision.
- 3. Challenged materials shall be read and re-evaluated by the committee, considering the specific objections raised. The committee shall report its decision within fifteen (15) working days.
- 4. The complainant shall be informed in writing concerning the committee's recommendations.

# E. <u>District level Appeals</u>

These procedures shall be appropriate for District level appeals and shall be followed when the complainant disagrees with the decision rendered from the school-level appeal.

1. A committee shall be appointed by the Superintendent to review the appeal. The Superintendent shall designate the instructional materials coordinator as being responsible for the organization of this review committee according to School Board policies. The committee's recommendations shall be submitted to the Superintendent within fifteen (15) working days. A committee member shall not be selected from the school where the challenged materials originated.

- a. The following shall serve as a review committee for elementary schools:
  - 1. The Chairperson of the School Advisory Council or designee;
  - 2. Elementary media specialist;
  - 3. Elementary principal;
  - 4. A curriculum supervisor;
  - 5. Three (3) instructional staff members at the elementary level; and,
  - 6. Two (2) parents of elementary age students.
- b. The following shall serve as a review committee for secondary schools:
  - 1. The Chairperson of the School Advisory Council or designee;
  - 2. Secondary media specialist;
  - 3. Secondary principal;
  - 4. A curriculum supervisor;
  - 5. Three (3) instructional staff members at the secondary level; and,
  - 6. Two (2) parents of secondary age students.
- 2. The committee's review shall be treated objectively, unemotionally, and in <u>a</u> business-like manner and shall be conducted in the best interests of the student, the school, and the community. Efforts shall be made to meet with citizens who register concerns to consider their objections.
- 3. The complainant shall be informed, in writing, in fifteen (15) working days after the committee's recommendation is received by the Superintendent.
- F. A School Board appeal may be requested by the complainant when the school and district-level appeals do not satisfactorily resolve the concerns. The School Board shall review recommendations from the

school and district-level committees and shall render the final decision on the complainant's concern.

STATUTORY AUTHORITY:

1001.41; 1001.42, F.S.

LAWS IMPLEMENTED:

1000.21, 1001.41; 1001.43, 1006.28, F.S.

History:

Adopted:

Revision Date(s): 4/27/10

Formerly: KLB

## **HOMELESS STUDENTS**

5.021

## **POLICY:**

Homeless children who live within the county shall be admitted to school in the District, shall have access to free public education including preschool, shall be given the opportunity to meet local and state academic achievement standards, and shall be included in state and District assessments and accountability systems.

#### I. Definitions

### A. Homeless Child

One who lacks a fixed, regular and adequate nighttime residence and includes children and youth who:

- 1. Are sharing the housing of other persons due to loss of housing, economic hardship or a similar reason;
- 2. Are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations;
- 3. Are living in emergency or transitional shelters, abandoned in hospitals or awaiting foster care placement;
- 4. Have a primary nighttime residence that is:
  - a. A supervised shelter designed to provide temporary living accommodations;
  - b. An institution providing temporary residence for persons who are to be institutionalized; or

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- c. A public or private place not designed or normally used as a regular sleeping accommodation for human beings;
- 5. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; or
- 6. Are migratory children who qualify as homeless because the children are living in circumstances described in I.A.1. through I.A.5.
- B. Unaccompanied Youth A youth is a person up to the age of 21. The term unaccompanied youth includes a youth not in the physical custody of a parent or guardian.
- C. Certified Homeless Youth A minor, homeless child or youth, including an unaccompanied youth, who has been certified as homeless or unaccompanied by a school district homeless liaison, the director of an emergency shelter program funded by the U. S. Department of Housing and Urban Development or designee, or the director of a runaway or homeless youth basic center or transitional living program funded by the U. S. Department of Health and Human Services or designee, a licensed clinical social worker, or a circuit court.
- D. School of Origin The school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled.
- E. Enroll and Enrollment Attending classes and participating fully in school activities.

- F. Immediate Without delay.
- G. Parent Parent or guardian of a student.
- H. Liasion The staff person designated by the District as the person responsible for carrying out the duties assigned to the liasion by the McKinney-Vento Homeless Assistance Act.
- II. The District shall identify homeless students as defined by federal and state law. If the District liaison for homeless children and youth determines that the minor is an unaccompanied homeless youth, the liaison shall issue to the youth a certificate documenting his/her status as required by law.
- III. The District shall seek to remove barriers to the enrollment and retention of homeless children and youth.
- IV. The District shall ensure the immediate enrollment of homeless students.
  - A. The District shall assist homeless children to provide documentation to meet state and local requirements for entry into school.
  - B. A homeless child shall be given a thirty (30) school day exemption to provide proof of age, certification of a school- entry healthy examination, proof of immunization, and other documentation required for enrollment.

- V. Each homeless student shall be provided the services that are available for all other students including transportation, school nutrition programs, before and after school programs, and education services for which the child meets the eligibility criteria such as exceptional education, gifted education, vocational and technical programs, preschool programs, Title I, and limited English proficiency programs.
- VI. Alternatively, if requested by a child's or youth's parent or guardian, a homeless child or youth may enroll in any public school that non-homeless students who live in the attendance area in which the child or youth is actually living are eligible to attend.
- VII. The enrolling school shall immediately contact the school last attended by the child or youth to obtain relevant academic and other records.
- VIII. If the child or youth needs to obtain immunizations or immunization records, the enrolling school shall immediately refer the parent or guardian of the child or the youth to the homeless liaison who will assist in obtaining necessary immunizations or records.
  - IX. Any record ordinarily kept by the school, including immunization or medical records, academic records, birth certificates, guardianship records, and evaluations for special services or programs, regarding each homeless child or youth shall be maintained so that the records are available, in a timely fashion, when the child or youth enters a new school or school district.
  - X. If a dispute arises over school selection or enrollment in a school, the child or youth shall be immediately admitted to the school in which enrollment is sought, pending resolution of the dispute. The parent or guardian of the child or the youth shall be provided with a written explanation of the school's decision regarding school selection or

enrollment, including the rights of the parents, guardian or youth to appeal the decision.

- XI. Homeless students and/or parents have the right to dispute school assignment is placement if other than the school of origin. The district shall ensure that the parents of homeless students are notified of the right to remain in the school of origin and the dispute process.
- XII. If requested by the parent of a homeless child or by the liaison on behalf of an unaccompanied youth, the District shall be responsible for providing transportation to and from the school of origin throughout the duration of homelessness. The District shall share the responsibility of transportation if a homeless student begins living in another district in a homeless status and continues to attend the school of origin.
- XIII. Homeless students shall not be stigmatized, segregated, or separated in any education program on the basis of their homeless status.
- XIV. The District shall follow the requirements of the McKinney-Vento Homeless Assistance Act and Florida Statutes.

#### STATUTORY AUTHORITY:

1001.41, 1001.42, 1003.21, F.S.

LAW(S) IMPLEMENTED: 382.002, <u>743.067</u>, 1000.21, 1001.43, 1003.01,

1003.21, 1003.22, F.S.

MCKINNEY-VENTO HOMELESS ASSISTANCE ACT, P.L.100-77 NO CHILD LEFT BEHIND ACT OF 2001, P.L. 107-110

HISTORY: ADOPTED: 10/28/08

REVISION DATE(S): 7/2009, 5/25/2010, 7/23/13

**FORMERLY:** Homeless Education

## STUDENT ASSIGNMENT

5.03

## **POLICY:**

The School Board shall establish residential attendance zones for each school. All students, unless otherwise provided by School Board rule or authorized by the School Board's order, shall attend the school serving the student's residential attendance zone. A student's residence is defined as the residence of his / her parent(s), legal guardian, legal custodian, or other such person as defined by any order issued by a court of competent jurisdiction of the State of Florida. Any student residing in the School District shall be assigned to a school for attendance by the Superintendent or designee.

- I. A student residing with a person who is not the student's parent(s), legal guardian, legal custodian, or other such person designated by any order issued by a court of competent jurisdiction of the State of Florida to be responsible for the student shall be allowed to attend a District school under these conditions:
  - A. The person with whom the student resides shall complete a notarized statement as required by the Superintendent.
  - B. No student shall be permitted to transfer, enroll, or be admitted to a school when he / she has been expelled from another school district. This prohibition shall be effective for the period of time in which the student was expelled from another district. Such students shall be accorded the same appeals procedure which is available to District students.
- II. A student may be permitted to attend a school in another residential attendance zone pursuant to guidelines adopted by the School Board. Guidelines shall be issued annually.

- III. Any student whose legal residence is outside the boundaries of the County may not be enrolled in any District school without the approval of the School Board except under the provisions of Florida Statutes.
- IV. No student shall be permitted to cross district lines for the purpose of attending school in the school district or outside the school district, except under a written agreement as provided in section 1001.42(4) (d), Florida Statutes. Any such agreement between the School Board and any other Florida school district shall be duly recorded in the official School Board minutes. Such transfers shall be on a non-discriminatory basis and shall not result in reducing desegregation in either school district or in reinforcing the dual school system.
  - A. The assigned school for an out-of-district student shall be designated on the basis of space available. Such assignment shall not occur after the February FTE (full-time equivalency) count, except under the provisions of the contract with another District school system.
  - B. The Board shall specify conditions for admitting students from other Florida school districts.
- V. Any student(s) who has been attending a school that has been designated as performance category "F", failing to make adequate progress for two school years in a four year period may choose to attend a higher performing school in the district or an adjoining district consistent with Florida Statutes and State Board of Education rule.
- VI.Students enrolled in Private School-must apply annually for admission consideration to the Superintendent. Granting of admission will be based on space and program availability. All applicable fees will apply including the cost of instructional materials, etc.

VI. Students enrolled in a Home School Program must annually apply for admission consideration to the Superintendent. Granting of admission will be based on space and program availability.

**STATUTORY AUTHORITY:** 

1001.41; 1001.42 F.S.

LAWS IMPLEMENTED:

1000.21; 1001.41; 1001.42; 1001.43; 1001.51; 1002.31; 1002.38; 1002.41; 1006.15 F.S.

History:

Adopted: 09/25/07

Revision Date(s): 08/28/07, 5/25/10

Formerly: JC, JECC, JECB

<u>HAZING</u> 5.107\*+

The Suwannee County School District shall not tolerate hazing of any form. Conduct that constitutes hazing, as defined herein, is prohibited. The District expects students to conduct themselves appropriately for their levels of development, maturity, and demonstrated capabilities with proper regard for the rights and welfare of other students and the educational purpose underlying all school activities.

## I. Definition of Hazing

Hazing means any action or situation endangering the mental or physical health or safety of a student at a school with any of grades six (6) through twelve (12) for purposes including, but not limited to, initiation or admission into or affiliation with any organization operating under the sanction of a school with any of grades six (6) through twelve (12). Hazing shall include, but is not limited to,

- A. Pressuring, coercing, or forcing a student into violating state or federal law; consuming any food, liquor, drug, or other substance; or participating in physical activity that could adversely affect the health or safety of the student.
- B. Any brutality of a physical nature such as beating, whipping, branding, or exposure to the elements.

# II. Reporting an Act of Hazing

11

- A. At each school with any of grades six (6) through twelve (12), the principal or the principal's designee shall be responsible for receiving complaints alleging violations of this policy.
- B. All school employees are required to report alleged violations of this policy to the principal or the principal's designee.
- C. All other members of the school community, including students, parents as defined by Florida Statutes, volunteers, and visitors are encouraged to report

- any act that may be a violation of this policy anonymously or in person to the principal or principal's designee.
- D. The principal of each school that includes any of grades six (6) through twelve (12) in the District shall establish and prominently publicize to students, staff, volunteers, and parents, how a report of hazing may be filed either in person or anonymously and how this report will be acted upon.
- E. The victim of hazing, anyone who witnessed the hazing, and anyone who has credible information that an act of hazing has taken place may file a report of hazing.
- F. A school employee, school volunteer, student, parent or other person who promptly reports in good faith an act of hazing to the appropriate school official and who makes this report in compliance with the procedures set forth in the District policy is immune from a cause of action for damages arising out of the reporting itself or any failure to remedy the reported incident.
- G. Submission of a good faith complaint or report of hazing will not affect the complainant or reporter's future employment, grades, learning or working environment, or work assignments.
- H. Any written or oral reporting of an act of hazing shall be considered an official means of reporting such act(s).
- I. Reports may be made anonymously, but formal disciplinary action may not be based solely on the basis of an anonymous report.

# III. Investigation of a Report of Hazing

- A. The investigation of a reported act of hazing is deemed to be a school-related activity and shall begin with a report of such an act.
- B. The principal or designee shall select an individual(s), employed by the school and trained in investigative procedures, to initiate the investigation. The person may not be the accused perpetrator or victim.

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- C. Documented interviews of the victim, alleged perpetrator(s), and witnesses shall be conducted privately, separately, and shall be confidential. Each individual (victim, alleged perpetrator, and witnesses) will be interviewed separately and at no time will the alleged perpetrator and victim be interviewed together.
- D. The investigator shall collect and evaluate the facts including but not limited to:
  - 1. Description of incident(s) including nature of the behavior;
  - 2. Context in which the alleged incident(s) occurred;
  - 3. How often the conduct occurred;
  - 4. Whether there were past incidents or past continuing patterns of behavior;
  - 5. The relationship between the parties involved;
  - 6. The characteristics of parties involved, i.e., grade, age;
  - 7. The identity and number of individuals who participated in hazing;
  - 8. Where the alleged incident(s) occurred;
  - 9. Whether the conduct adversely affected the student's/students' health or safety;
  - 10. The date, time, and method in which the parents of all parties involved were contacted.
- E. Whether a particular action or incident constitutes a violation of this policy shall require a determination based on all the facts and surrounding circumstances and shall include
  - 1. Recommended remedial steps necessary to stop the hazing; and

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- 2. A written final report to the principal.
- F. The maximum of ten (10) school days shall be the limit for the initial filing of incidents and completion of the investigative procedural steps.
- G. The highest level of confidentiality possible will be upheld regarding the submission of a complaint or a report of hazing and the investigative procedures that follow.
- IV. Investigation to Determine Whether a Reported Act of Hazing is Within the

  Scope of the District
  - A. The principal or designee will assign an individual(s) who is trained in investigative procedures to initiate an investigation of whether an act of hazing is within the scope of the School District.
  - B. The trained investigator(s) will provide a report on results of investigation with recommendations for the principal to make a determination if an act of hazing falls within the scope of the District.
    - 1. If it is within the scope of the District, a thorough investigation shall be conducted.
    - 2. If it is outside the scope of the District and determined a criminal act, the principal shall refer the incident(s) to appropriate law enforcement.
    - 3. If it is outside the scope of the District and determined not a criminal act, the principal or designee shall inform the parents of all students involved.
- V. Notification to Parents of Incidents of Hazing
  - A. Immediate notification to the parents of a victim of hazing.

The principal, or designee, shall promptly report via telephone, personal conference, and/or in writing, the occurrence of any incident of hazing as

defined by this policy to the parent(s) of all students involved on the same day an investigation of the incident(s) has been initiated. Notification must be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).

B. Immediate notification to the parents of the perpetrator of an act of hazing.

The principal, or designee, shall promptly report via telephone, personal conference, and/or in writing, the occurrence of any incident of hazing as defined by this policy to the parents of all students involved on the same day an investigation of the incident(s) has been initiated. Notification must be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).

C. Notification to local agencies where criminal charges may be pursued.

Once the investigation has been completed and it has been determined that criminal charges may be pursued against the perpetrator(s), all appropriate local law enforcement agencies will be notified by telephone and/or in writing.

VI. Referral of Victims and Perpetrators of Hazing for Counseling

When hazing is suspected or when a hazing incident is reported, counseling services shall be made available to the victim(s), perpetrator(s), and parents.

- A. The teacher or parent may request informal consultation with school staff, e.g., school counselor, school psychologist, to determine the severity of concern and appropriate steps to address the concern. The teacher may request that the involved student's parents are included.
- B. School personnel or the parent may refer a student to the school intervention team for consideration of appropriate services. Parental involvement shall be required when the student is referred to the intervention team.
- C. If a formal discipline report or formal complaint is made, the principal or designee must refer the student(s) to the school intervention team for

determination of counseling support and interventions. Parental involvement shall be required.

# D. The intervention team may recommend

- 1. Counseling and support to address the needs of the victims of hazing;
- 2. Research-based counseling or interventions to address the behavior of the students who haze others; and/or
- 3. Research-based counseling or interventions which include assistance and support provided to parents, if deemed necessary or appropriate.

# VII. Disciplinary Action

If the incident is determined to be within the scope of the District, disciplinary action will be consistent with the Code of Student Conduct.

# VIII. Reporting Incidents of Hazing

- A. Incidents of hazing shall be reported in the school's report of data concerning school safety and discipline data required under s. 1006.09(6), F.S. The report shall include each incident of hazing and the resulting consequences, including discipline and referrals. The report shall also include each reported incident of hazing that did not meet the criteria of a prohibited act under this section with recommendations regarding such incidents.
- B. The District will utilize Florida's School Environmental Safety Incident
  Reporting (SESIR) Statewide Report on School Safety and Discipline Data
  to report hazing incidents.

# **STATUTORY AUTHORITY:**

1001.41, 1001.42, F.S.

<u>LAW(S) IMPLEMENTED:</u> 1000.21, 1001.41, 1001.42, 1001.43, 1001.51, 1001.54, 1003.04, 1003.31, 1003.32, 1006.07, 1006.08, 1006.09, 1006.10, 1006.135, F.S. 20 USC 1232g

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# STUDENT RECORDS

5.19

# **POLICY:**

School Board Rules and procedures for maintaining student records shall be consistent with Florida Statutes, State Board of Education Rules, and Federal Laws relating to Family Educational Rights and Privacy Acts and Privacy Rights of Parents and Students. The Superintendent shall be responsible for interpreting this rule and the school principal shall be responsible for controlling and supervising student records, following all rules on student records, and interpreting rules on student records to the school staff, students, and the community.

- I Procedures on student records shall be approved by the School Board. Included shall be provisions of the No Child Left Behind Act requirements relating to the surveying of students, the collecting of information from students for marketing purposes, and certain nonemergency medical examinations.
- II. Parents and students shall be notified annually of their rights regarding education records.
- III. The District shall not collect or retain information including biometric information restricted by §1002.222, F.S.
- IV. The individual records of children enrolled in the Voluntary Prekindergarten Education Program shall be maintained as confidential records exempt from public records law as required by Florida Statutes.
- V. A school may release a student's education records to partners to an interagency agreement among the Department of Juvenile Justice, the school, law enforcement authorities and other signatory agencies as allowed by law.
- VI. Student information that is confidential and exempt shall not be released except when authorized by §1002.221, F.S.

- VII. Reporting of student database information shall comply with these safeguards.
  - A. Data reported to the Florida Department of Education shall not disclose a student's name or identity unless required by Florida Statutes;
  - B. Data shall not be stored in a single file or released in such a manner that a complete student profile can be reported unless specified by Florida Statutes; and,
  - C. Data shall be protected from unauthorized use at all times.
- VIII. Social security numbers may be collected from students
  - A. To be used as student identification numbers as required by 1008.386, F.S., until the Department of Education has issued a student identification number;
  - B. To facilitate the processing of student scholarships, college admission, and other applications; and
  - C. For other purposes when consent of the parent or adult student is granted.

# **STATUTORY AUTHORITY**:

1001.41; 1001.42, F.S.

<u>LAWS IMPLEMENTED</u>: 119.07(1); 119.071; 1001.43; 1001.52; 1002.22; 1002.221, 1002.222, 1003.25; 1008.386, F.S. 20 USC§ 1232g (34 CFR PART 99) pl 103-382 (34 CFR PART 99)

# STATE BOARD OF EDUCATION RULE(S):

6a-1.0955

History: Adopted:
Revision Date(s): May 25, 2010, March 22, 2011
Formerly: JO

# DIRECTORY INFORMATION

5.20

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# POLICY:

- I. Students' parent(s) as defined by Florida Statute, /or legal guardian shall be notified annually in the Code of Student Conduct that the School Board may release "directory information" to the general public.
  - A. Directory information includes the following data about a student:
    - 1. Name;
    - 2. Address;
    - 3. Telephone number, if listed;
    - 4. Participation in officially recognized activities and sports;
    - 5. Weight and height, if an athletic team member;
    - 6. Name of the most recent previous school or program attended;
    - 7. Dates of attendance at schools in the District and degrees and honors received; and,
    - 8. Date and place of birth.
  - B. Information described in subsections A1, 4, 5, 6, and 7 herein may be published routinely by the School Board in conjunction with press releases about school activities, honor roll announcements, athletic events, and other school-related activities.
  - C. Directory information requested in writing by agencies identified in section 1002.22(2)(b), Florida Statutes, may be released subsequent to written notification to the student's parent(s) or legal guardian or a student who is eighteen (18) years or older. The written notification to the student or the student's parent(s) or legal guardian shall be by certified mail receipt and shall be addressed to the most current address on file at the school or District office.
  - D. Directory information shall not be published when the student's parent(s) as defined by Florida Statute or legal guardian submits written notification to the principal within thirty (30) days of distribution of the Code of Student Conduct. Failure to advise the student's principal shall

be deemed a waiver of any right to preclude release of such directory information pursuant to Florida Statutes or federal laws.

**STATUTORY AUTHORITY:** 

1001.41; 1001.42, F.S.

**LAWS IMPLEMENTED:** 

1000.21; 1001.43; 1002.22, <u>1002.222</u>, F.S.

20 USC 1232g

History:

Adopted:

Revision Date(s): 5/25/10

Formerly: New

### PERSONNEL FILES

6.80

# **POLICY:**

The term "personnel file," as used in this Rule, shall mean all records, information, data, or materials maintained by the District in any form or retrieval system whatsoever, with respect to any employee, which is uniquely applicable to that employee.

- A. A personnel record shall be maintained by the Superintendent on each employee. The record shall include:
  - 1. Application for employment
  - 2. References
  - 3. Annual evaluations
  - 4. Letters of commendation, reprimand, etc.
  - 5. Data substantiating placement on the salary schedule (education, official transcripts, experience, etc.)
  - 6. Teaching certificate, if applicable
  - 7. Any other pertinent data.
- B. Except for materials pertaining to work performance or other matters that may be cause for discipline, suspension or dismissal under laws of this state, no derogatory materials relating to an employee's conduct, service, character, or personality shall be placed in the personnel file of such employee. No anonymous letter or anonymous materials shall be placed in the personnel file.
- C. Materials relating to work performance, discipline, suspension, or dismissal must be reduced to writing and signed by a person competent to know the facts or make the judgment.
  - 1. No such materials may be placed in a personnel file unless they have been reduced to writing within forty-five (45) days,

exclusive of the summer vacation period, of the administration becoming aware of the facts reflected in the materials.

- 2. Additional information related to such written materials previously placed in the file may be appended to such materials to clarify or amplify as needed. A copy of such materials to be added to an employee's personnel file shall be provided to the employee either by certified mail or by personal delivery.
- 3. The employee's signature on a copy of materials to be filed in the employee's personnel file signifies receipt and does not necessarily indicate agreement with its content. The employee will be afforded every right as outlined in Florida Statutes.
- D. Personnel files, regardless of their location in the school system, are open to inspection pursuant to chapter 119, Florida Statutes, except as follows:
  - 1. Any complaint and any material relating to the investigation of a complaint against an employee shall be confidential until the conclusion of the preliminary investigation, or until such time as the preliminary investigation ceases to be active as defined in Florida Statutes.
  - 2. Employee evaluations prepared pursuant to Florida Statutes, or rules adopted by the State Board of Education, or a local School Board under the authority of said sections, shall be confidential until the end of the school year immediately following the school year during which each evaluation is made. No evaluations prepared prior to July 1, 1983, shall be made public.
  - 3. No material derogatory to the employee shall be open to inspection until ten (10) days after the employee has been notified pursuant to this Rule.

- 4. The payroll deduction records of the employee shall be confidential.
- 5. Employee medical records, including medical claims, psychiatric and psychological records, shall be confidential; provided however, at any hearing relative to an employee's competency or performance, the hearing officer or panel shall have access to such records.
- 6. Any information in a report of injury or illness filed pursuant to Florida Statute that would identify an ill or injured employee
- 7. Agency personnel information that is excluded under the provisions of 119.071, F.S.
- E. Notwithstanding other provisions of this rule, all aspects of each employee's personnel file shall be open to inspection at all times by School Board members, the Superintendent and the principal or their respective designees, in the exercise of their respective duties.
- F. Notwithstanding other provisions of this rule, all aspects of each employee's personnel file shall be made available to law enforcement personnel in the conduct of a lawful criminal investigation.

# STATUTORY AUTHORITY:

1001.43; 1012.22; 1012.23, F.S.

<u>LAWS IMPLEMENTED</u>: 112.08(7); 119.07, 119.071, 1001.43; 1008.24, 1012.31, F.S.

34 CFR 99 (FERPA), 49 CFR 164 (HIPAA)

*History*: Adopted:

Revision Date(s): 12/15/98, 10/26/10, 7/23/13

Formerly: GBL Formerly: GBL

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# ASSESSMENT OF EMPLOYEES

6.81

# POLICY:

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.

- A. The Superintendent shall establish procedures for the assessment of all employees of the School District as required by law.
- B. The principal and / or administrator supervising personnel shall arrange for the assessment of all employees under his / her supervision as required by law and use the procedures and forms contained in the District Plans as approved by the School Board.
- C. The employee shall be informed as to the criteria and procedures to be used prior to the implementation of the assessment process.
- D. The assessment of all employees shall be conducted in accordance with the approved procedures and based on observations of the individual's work by his / her immediate supervisor and shall be made at least once each year prior to reappointment. Evaluation of instructional personnel and school administrators shall include indicators of student learning growth.
- E. A copy of each employee's evaluation report shall be filed in the District Personnel Office on the designated date.
- F. An employee may respond to an assessment in the manner provided by law or other approved procedures.

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G. The District School Board shall establish a procedure annually for reviewing employee assessment systems and making necessary changes and revisions.

**STATUTORY AUTHORITY:** 

1001.41; 1008.22, 10112.22;

1012.23, F.S.

LAWS IMPLEMENTED:

1001.43; 1008.36; 1012.22; 1012.27; 1012.34, 1012.3401, F.S.

History:

Adopted:

Revision Date(s): 10/26/10, 2/28/2012

Formerly: GCN; GDN

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# INSTRUCTIONAL EMPLOYEE PERFORMANCE CRITERIA

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# **POLICY:**

- The Superintendent or designee shall develop and present, for School Board approval, instructional employee performance criteria and/or measures. Such performance criteria and/or measures shall be consistent with statutory requirements, but may include additional elements as deemed appropriate.

  Student performance data shall be used in the evaluation of instructional personnel.
- II. Instructional personnel shall be informed of the criteria for assessment including the use of student performance data and indicators of student learning growth.
- III. The Superintendent shall submit the instructional performance appraisal system to the Department of Education for approval.

STATUTORY AUTHORITY: 1001.41; 1012.22; 1012.23, F.S.

<u>LAWS IMPLEMENTED</u>: 1001.43; <u>1008.22</u>; 1008.36; 1012.22; 1012.27;

1012.34, 1012.3401, F.S.

Department of Education Rules: 6A-5.030

History: Adopted:

Revision Date(s): 11/21/00

Formerly: GCN

### CHAPTER 7.00: BUSINESS SERVICES

# BID PROTEST RESOLUTION

7.142

# **POLICY:**

The following procedures shall govern the resolution of protests from contract bidding procedures prior to initiation of formal or informal proceedings pursuant to Chapter 120, Florida Statutes.

- I. The School Board shall provide notice of its decision or intended decision concerning a bid solicitation or contract award as follows:
  - A. For bid solicitation, notice of a decision or intended decision shall be sent by United States mail or by hand delivery.
  - B. For any other Board decision relating to contract bidding procedures, notice of a decision or intended decision shall be given either by posting the bid tabulation at the location where the bids were opened, or by certified mail, return receipt requested. This notice shall contain the following statement: "Failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."
- II. Any person who is affected adversely by the Board decision or intended decision shall file with the Board a notice or protest in writing within 72 hours after the posting of the bid tabulation or after receipt of the notice of the Board's decision or intended decision, and a formal written protest within ten (10) days after the date he filed the notice or protest. Failure to file a formal written protest shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

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# CHAPTER 7.00: BUSINESS SERVICES

- III. Upon receipt of a notice of protest which has been timely filed, the Board shall stop the bid solicitation process or the contract award process until the subject of the protest is resolved by final School Board action, unless the Board sets forth in writing particular facts and circumstances which require the continuance of the bid solicitation process or the contract award process without delay to avoid an immediate and serious danger to the public health, safety or welfare.
- IV. The Board, on its own initiative or upon the request of a protestor, shall provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days of receipt of the formal written protest.
  - A. If the subject of a protest is not resolved by mutual agreement within seven (7) days of receipt of the formal written protest, and if there is not disputed issues of material fact, an informal proceeding shall be conducted pursuant to Section 120.57(2), Florida Statutes, and Section 1.105(3) of these rules.
  - B. If the subject of a protest is not resolved by mutual agreement within seven (7) days of receipt of the formal written protest, and if there is a disputed issue of material fact, the Board shall refer the matter to the Division of Administrative Hearings of the Department of Administration for a formal hearing pursuant to Section 120.57 Florida Statutes.
- V. Construction bids protested shall be in accordance with the policy on the topic found in the section of these policies dealing with construction.

STATUTORY AUTHORITY: LAWS IMPLEMENTED:

1001.42; 1001.43, F.S. 120.53(2); 120.57, F. S.

History:

Adopted: 11/21/2000

Revision Date(s): 12/14/10

# SUWANNEE COUNTY SCHOOL BOARD



Serving The Children Of Our Community

702 – 2<sup>nd</sup> Street, NW • Live Oak, Florida 32064 Telephone: (386) 647-4600 • Fax: (386) 364-2635 www.suwannee,k12,fl.us

> JERRY A. SCARBOROUGH Superintendent of Schools

JERRY TAYLOR DISTRICT 1

CATHERINE CASON DISTRICT 2

JULIE ULMER
DISTRICT 3

ED DA SILVA DISTRICT 4

RONALD WHITE DISTRICT 5

LEONARD J. DIETZEN, III BOARD ATTORNEY

### **MEMORANDUM**

TO:

Jerry Scarborough, Superintendent of Schools THS/88

FROM:

Bill Brothers, Director of Human Resources

THRU:

Vickie Music DePratter, Chief Financial Officer UMP/85

**DATE:** 

December 4, 2014

RE:

December 16, 2014, Regular Meeting Agenda Item

# **RECOMMENDATION:**

The Superintendent recommends approval of Contract #2015-86, Agreement for Educational Staffing between Kelly Services, Inc. and Suwannee County School Board.

### **BACKGROUND:**

This agreement will allow the District to contract substitute teachers and paraprofessionals through Kelly Services. This item was discussed in workshop on November 18, 2014. Numerous factors, including increased technology for payroll and leave tracking, improved communication between the schools and substitutes, and provisions of the Affordable Health Care Act have led to this recommendation.

This contract has been reviewed and approved by Attorney Leonard Dietzen.

#### AGREEMENT FOR EDUCATIONAL STAFFING

**THIS AGREEMENT,** effective as of December 16, 2014, 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 Suwannee County School Board, Florida ("Customer"), with its principal offices located at 702 2<sup>nd</sup> Street NW, 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 12<sup>th</sup> 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.

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 affiliate, 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 <a href="Exhibit A">Exhibit A</a> attached hereto and incorporated herein by this reference (the "Services"). 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, they shall be deemed to be implied by and included within the scope 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 previously delivered, but unsatisfactory, services.

#### 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 (including, but not limited to student records pursuant to Family Educational Rights and Privacy Act ("FERPA"), and Health Insurance Portability and Accountability); and upon the Customer's request, provide a copy of such signed agreement to the Customer;

- (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);
- (I) 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 relating to bloodborne pathogens and the universal precautions, and maintaining the records required by OSHA regarding such training only, Kelly's offering of the hepatitis B vaccine, and exposure incidents and post-exposure treatment;
- (o) Sending paraprofessionals to the training described in Exhibit A pricing;
- (p) Not engaging subcontractors to provide temporary employees;
- (q) 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. The Customer also will:

- (a) Provide Assigned Employees with a safe and sultable 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) Assume responsibility for the conduct of the Assigned Employees when they are required to handle keys, cash, confidential information and records of the students, and the Customer's regular employees;
- (g) Assume responsibility for 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);
- (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;
- (i) Assume responsibility for the conduct of its own officers, employees, and agents;
- (k) Comply with duties imposed on it by law, rule, or regulation;

**SCSB 2015-86 (NEW)** 

- 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;
- (m) 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;
- (n) Providing personnel supplied by Kelly with all necessary site-specific information, training, personal protective equipment and materials regarding 1) hazardous substances at the workplace, and 2) the use of universal environmental safety protocols;
- (o) Providing the training for paraprofessionals described in Exhibit A pricing;
- (p) 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;
- (q) 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;
- (r) 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 away assumes liability for such evaluation; and
- (s) 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 body blood 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;
  - 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;
  - 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 its board 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 <u>Exhibit A</u> will remain firm for the duration of the contract period. Wages 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 1, 2014 with respect to Kelly employees assigned to Customer, Kelly will adjust rates for Kelly employees to Customer to reflect such costs, without markup, 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 <u>Exhibit B</u>.
- (e) **Expenses.** Expenses (e.g., mileage) and all costs and administrative fees associated with required screenings and drug tests will be charged to the Customer, passed through without mark up.
- (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 this Agreement. Any penalty for delay in payment shall 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 agents, 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:
  - Any negligent act or omission or intentional misconduct on the part of Customer, its officers, employees (excluding its employees on assignment) or agents, within the scope of their employment, provided or Customer's 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 in effect through June 30, 2015. The Agreement shall thereafter be renewed on the same terms and conditions for up to four (4) additional one (1) year periods upon the consent and agreement of both parties. Notwithstanding the foregoing, this Agreement may be canceled by either party upon not less than sixty (60) 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 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 telecopy or email (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 email; (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 the process for routine or administrative communications. The parties shall also reasonably cooperate 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 part of the Services. For purposes of Customer's designee for the day-to-day activities, the Customer's Administrator shall be:

Suwannee County School Board Jerry A. Scarborough, Superintendent 702 2<sup>nd</sup> Street NW 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.
- (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. Those 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 any person, company, corporation, individual for 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.
- (I) **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 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 to 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 the 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

# **SCSB 2015-86 (NEW)**

(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 December 16, 2014.

ATTEST:	Suwannee County School Board, FLORII	
By: Jerry A. Scarborough Superintendent	By:  Ed daSilva, Chairman  Approved by Board:  Date	
Form Approved:		
By: Office of Legal Services	By:	
KELLY SERVICES, INC.		
Ву:		
Print Name:		
Title.		

#### **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 Suwannee County School Board, Florida, December 16, 2014. 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 & Paraprofessional  - High School Diploma	\$7.93	1.39	\$11.02
Substitute Teacher & Paraprofessional  - Bachelor's Degree	\$9.00	1.39	\$12.51

2. **Early Payment**. Kelly shall provide to Customer a discount of one-percent (1%) on each invoice if Customer pays within thirty (30) 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 item in the invoice.

#### 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 substitute teacher time sheets.
- (b) Electronic approvals through the KASS Web Time system require the following:
  - Substitute teachers will submit time for approval each week. The Customer must approve time entries by Tuesday 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 has 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 substitute teacher time sheet 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.
- 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.

# **SCSB 2015-86 (NEW)**

(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 Contractor (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 transcriptions.
- 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; 12138; 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 violations 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 any 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 DEBARMENT, 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 certification, such Contractor shall attach an explanation to this Certification.

CONTRACTOR'S SIGNATURE	_
NAME/TITLE of AUTHORIZED REPRESENTATIVE	
Name of Company: Kelly Services, Inc.	

#### INSTRUCTIONS FOR COMPLETION OF NON-COLLUSION AFFIDAVIT

- 1. This Non-Collusion Affidavit is material to any contract awarded utilizing federal funds.
- 2. This Non-Collusion Affidavit shall be executed by the member, officer, or employee of the offering firm who makes the final decision on prices and the amount(s) quoted in the proposal.
- 3. Proposal rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of offers are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit shall examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the respondent with responsibilities for the preparation, approval or submission of the offer.
- 4. In the case of an offer submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.
- 5. The term "complementary offer" as used in the Affidavit has the meaning commonly associated with that term in the solicitation process, and includes the knowing submission of offers higher than the offer of another firm, an intentionally high or noncompetitive offer, and any other form of an offer submitted for the purpose of giving a false appearance of competition.
- Failure to file a completed Affidavit in compliance with these instructions will result in disqualification of the offer.

#### **NON-COLLUSION AFFIDAVIT**

# State of FLORIDA **County of SUWANEE** \_\_\_ of Kelly Services, Inc., a Delaware corporation I state that I am the \_ 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: The price(s) and amount(s) in the offer have been arrived at independently and without consultation, communication (1) 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 an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer. Kelly Services, Inc., its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by (4) 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.

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(Date)

(Signature)

### **Exhibit D - INSURANCE REQUIREMENTS**

- A. <u>Description of the VENDOR/CONTRACTOR Required Insurance</u>. 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. Workers' 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' Compensation 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 form 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 DCSB or the DCSB's member, official, officer or employee any such deductible or self-insured retention applicable to a claim against DCSB or the DCSB's member, official, officer or employee for which the DCSB or the DCSB'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 DCSB 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 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 this 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 for 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 DCSB 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/CONTRACTOR'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's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.

### **SCSB 2015-86 (NEW)**

- 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 DCSB, the VENDOR/CONTRACTOR shall be in default of this Agreement.
- D. <u>The VENDOR/CONTRACTOR's Insurance Primary and Non-Contributory.</u> 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. <u>The VENDOR/CONTRACTOR's Insurance As Additional Remedy.</u> Compliance with the insurance requirements of this Agreement shall not limit the liability of the VENDOR/CONTRACTOR, or its Subcontractors or Sub-subcontractors, employees or agents to DCSB 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 any other remedy available under this Agreement or otherwise.
- F. <u>No Waiver by DCSB Approval/Disapproval.</u> 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.

# SUWANNEE COUNTY SCHOOL BOARD



Serving The Children Of Our Community

702 - 2<sup>nd</sup> Street, NW • Live Oak, Florida 32064 Telephone: (386) 647-4600 • Fax: (386) 364-2635 www.suwannee.k12.fl.us

> JERRY A. SCARBOROUGH Superintendent of Schools

JERRY TAYLOR

DISTRICT 1

CATHERINE CASON DISTRICT 2

> JULIE ULMER DISTRICT 3

ED DA SILVA DISTRICT 4

RONALD WHITE DISTRICT 5

LEONARD J. DIETZEN, III **BOARD ATTORNEY** 

### **MEMORANDUM**

TO:

Jerry A. Scarborough, Superintendent of Schools

FROM:

Bill Brothers, Director of Human Resources

DATE:

December 4, 2014

RE:

Personnel Changes List for December 16, 2014

### **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** December 16, 2014

District School Board of Suwannee County TO:

FROM: Jerry A. Scarborough, Superintendent

Pursuant to Section 1012.27 (1A) (1B), Florida Statutes, I hereby submit the following written personnel recommendations. Approval of each is respectfully requested.

# **RESIGNATION: NON-INSTRUCTIONAL:**

Facilities Department:

Susan Scheufler, administrative secretary, effective January 9, 2015

Transportation Department:

Kieasha Perry, bus driver, effective November 19, 2014

# **RECOMMENDATIONS: INSTRUCTIONAL:**

District Wide/Department of Student Services:

Deanna Zastrow, school psychologist, effective December 1, 2014

**REPLACES:** Gretchen Ohstrom

# **MENTORS:**

The following to be paid as mentors:

<u>Teacher</u>	Beginning Teacher	Location
Joanne Kietur	Tracy Thompson	SHTC
Katie Miller	Shae Gamble	SHTC
Kim Thomas	Mona Kelley	SHTC
Becky Carter	Deborah Rivera	SES
Becky Reaves	Patrick Jernigan	SES
Bill Harris	Amy Williams	SES
Connie Leavitt	Melissa Davis	SES
Laurie Dunham	Jennifer Bonds	SES
Melissa McKire	Marissa Bricker	SES
Rhonda Furry	Brian Branche	SES

Robyne Edwards	Spencer Corbett	SES	
Tammy Williams	Laura Robinson	SES	
Vicky Carter	Brock Canaday	SES	
Stefani Santos	Tim Clark	BHS	PECDS
Tammy Neil	Cara Soride	BHS	
Julie Klecka	Tina Hayes	BES	
Monica Jackson	Myah Sanders	BES	
Pam Nettles	Victoria Ramsey	BES	
Debbie Mixon	Joy Romano	SPS	PECDS
Kerry Jo Melland	Lacy Van Etta	SPS	
Mandy Ramsey	Heather Holt	SPS	
Marvette Gwinn	Sandee Patterson	SPS	PECDS
Pam Hastings	Krystal McCormick	SPS	
Stacey Skierski	Elizabeth Rang	SPS	
April Frye	Aralee Smith	SIS	PECDS
Ashlee Wooley	Janice Reyes	SIS	
Ashlee Wooley	Denise Baldwin	SIS	
Karri Strong	Dawn Wilkerson	SIS	
Kim Warren	Violet Tipton	SIS	PECDS
Kristy Chauncey	Aaron Scott	SIS	
Krystal Cundiff	Kristal Law	SIS	
Traci Knighton	Lisa Pennington	SIS	
Angie Hester	Patrice Parker	SMS	
Annette Chauncey	Rayanna Johnson	SMS	PECDS
Brantley Helvenston	Toni Sherrell	SMS	PECDS
Cara Disken	Tammy Bradow	SMS	
Deanna Horton	Leslie Campbell	SMS	
Jennifer Byrd	Jim Thompson	SMS	
Lawanna Zimmerman	Jayvis Ward	SMS	PECDS
Mary Check-Cason	Melva Jackson-Batts	SMS	
Melinda Tice	Marlene Adams	SMS	
Robyn Bonds	Leah Mills	SMS	
Tammy Butts	Tasha Cockburn	SMS	
Lawanna Zimmerman	Matthew Grillo	SMS	PECDS
De Broughton	Brian Bullock	SHS	PECDS
_			

# **SUPPLEMENTARY:**

NAME	<u>POSITION</u>	<u>LOCATION</u>	<u>REPLACES</u>
Althea Elane Owens	Girls' JV Basketball Coach	SHS	K. Owens
Mark Saleh	Boys' JV Soccer Coach	SHS	M. Swiney

# SUSPENSION:

# Suwannee-Hamilton Technical Center:

Melissa Mapp-Francisco, teacher, December 8 - 16, 2014, suspension with pay

# RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

# Food Service Department/BHS:

Paul Otterbine, food service worker 6 hour, effective December 8, 2014

REPLACES: Wendy Jones

# Food Service Department/SPS:

Teresa Brannan, food service worker 8 hour, effective December 1, 2014

REPLACES: Katherine Howard

# Suwannee Primary School:

Vanessa Isidro, paraprofessional (Bilingual), effective December 2, 2014

REPLACES: Yomaris Vega

Amanda Kiser, Paraprofessional Lead Pre-K - temporary, effective November 21, 2014

REPLACES: Tarma Abercrombie

# LEAVE OF ABSENCE (FAMILY AND MEDICAL LEAVE - FMLA):

# Food Service Department/SPS:

Katherine Howard, food service worker 8 hour, November 18, 2014, through February 5, 2015, with the option of returning sooner if released by her doctor

# **STUDENT WORKERS:**

Yabey Rudolph

SHTC/Culinary

# **SUBSTITUTES:**

The following as a substitute nurse:

Jacqueline Bowels

Melissa Peters

End of List 2014-2015 School Year