

SUWANNEE COUNTY SCHOOL BOARD  
WORKSHOP SESSION  
August 14, 2018

AGENDA

- 9:00 a.m. Call to Order/Welcome/Pledge ..... Jerry Taylor, Chairman
- 9:02 a.m. Annual Presentation and Proposed ..... Walter Boatright/  
Revised Contract for Kelly Services Representatives  
Kelly Services **(pgs. 2-27)**
- 9:45 a.m. Student Services Department Update .....Debbie Land
- Speech Language Therapist Contract (part of Kelly Services contract)
  - New Forms **(pgs. 28-35)**
  - School Health Plan for 2018-2019 **(pgs. 36-57)**
- 10:30 a.m. Assistant Superintendent of .....Bill Brothers  
Administration Department Update
- Interlocal Agreement for Emergency Shelters in Suwannee County (New/Revised) **(pgs. 58-69)**
  - Policy Updates **(pgs. 70-110)**
- 11:45 a.m. Lunch
- 1:15 p.m. Facilities Department Update .....Mark Carver
- 1:45 p.m. Florida Safe Schools Assessment Tool (FSSAT).....Malcolm Hines  
District Best Practices
- 2:15 p.m. Assistant Superintendent of ..... Janene Fitzpatrick  
Instruction Department Update
- Out of Field List
  - Various Contracts (K-12; Florida Sheriffs Boys Ranch)
  - Student Progression Plans for 2018-2019
  - District Accountability (DA) for Suwannee Intermediate School
- 3:30 p.m. Superintendent Update..... Ted Roush
- 4:00 p.m. Adjourn

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## **AGREEMENT FOR EDUCATIONAL STAFFING**

**THIS AGREEMENT**, dated August 28, 2018, is between Kelly Services, Inc., a Delaware corporation authorized to transact business in Florida, 999 West Big Beaver Road, Troy, Michigan 48084, FEIN 38-1510762 ("Kelly"), and the Suwannee County School Board, FL, with its principal offices located at 1729 Walker Avenue, SW Suite 200, Live Oak, FL 32064 ("Customer").

### **Background**

- A. The Customer properly issued a Request for Information Notification RFI No. 05-14/TW – Substitute Teaching Employment Services dated March 14, 2014 (the "RFI"), to which Kelly submitted a proposal, and then Customer properly issued an Invitation to Negotiate (ITN No. 6-14/TW) for Substitute Teaching Employment Services for Pre-K through 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.
- D. Now therefore, in consideration of the mutual undertakings of the parties set forth in this Agreement and of other valuable considerations, the receipt and sufficiency of which the parties acknowledge, Kelly and the Customer agree as follows.

### **1) DESCRIPTION, LOCATION AND PRICING OF SERVICES**

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

### **2) KELLY GUARANTEE**

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

### **3) KELLY'S RESPONSIBILITIES**

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

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

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

**4) CUSTOMER'S RESPONSIBILITIES**

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

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

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

**5) BBP TESTING**

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

**6) REPRESENTATIONS**

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

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

## **7) BILLING & PAYMENT TERMS**

- (a) **Invoices.** Kelly will invoice Customer bi-weekly to the Customer representative designated in section 14 "Notices" below (or at any other address that Customer designates) for the services of the Assigned Employees at agreed upon rates. The rates at which Kelly will invoice the Customer (and any reimbursable expenses) are listed in Pricing Exhibit A. If the Customer's rates are not set out in Pricing Exhibit A, Kelly and the Customer will agree on rates at the time of an order, memorialize such agreement in an amendment to this agreement (which will require approval with the same formalities as conducted for the approval of this Agreement, and upon such execution and delivery of the signed and authorized amendment, then Kelly will record such change electronically in its systems.
- (b) **Taxes.** Any sales or use taxes that apply to sales to Customer will be added to Customer's invoices as a separate item.
- (c) **Pricing Adjustments.** The markup percentage set forth in Exhibit A will remain firm for the duration of the contract period. Wages to be paid to substitute teachers will follow the minimum requirements set forth by Customer. If any government-mandated cost (such as minimum wages, or a payroll tax, premium, contribution, benefit, or sales or use tax) is imposed, increased, or newly introduced after July 24, 2018 with respect to Kelly employees assigned to Customer, Kelly will adjust rates for Kelly employees to Customer to reflect such costs, without mark-up, until new rates are agreed to with Customer in writing (and duly authorized by both parties).
- (d) **Record of Time Worked; Automated Scheduling.** Customer agrees to adhere to the "Time, Billing & Automated Scheduling Terms" in Exhibit B.
- (e) **Expenses.** Expenses (e.g., mileage) and all costs associated with required screenings and drug tests will be charged to the Customer, passed through without mark up. Kelly shall use reasonable efforts to ensure that all required screenings and drug tests are completed in a cost effective manner.
- (f) **Payment.** Customer shall issue payment in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act, after receipt of an acceptable invoice, inspection and acceptance of provided in accordance with the terms and conditions of the Agreement. Any penalty for delay in payment will be in accordance with applicable law.
- (g) **Federal Requirements.** Customer may utilize federal funds for its payment pursuant to the Agreement; accordingly, Kelly shall execute and deliver to the Customer, concurrent with its signature of the Agreement the following, all of which shall be incorporated into the agreement by this reference: (a) Federal Regulatory Compliance Statement; (b) Certification Regarding Drug-Free Workplace Requirements; (c) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; and (d) Non-Collusion Affidavit. These forms are assembled in the composite Exhibit C attached hereto and incorporated herein by this reference.
- (h) **Funding Out.** Each payment obligation of the Customer created by this agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, this agreement may be terminated by the Customer at the end of the period for which funds are available. If such event occurs, then the Customer shall notify Kelly at the earliest possible time before such termination. No penalty shall accrue to the Customer in the event this provision is exercised, and the Customer shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

## **8) WORKERS' COMPENSATION AND LIABILITY INSURANCE**

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

**9) INDEMNIFICATION BY KELLY**

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

**10) INDEMNIFICATION BY CUSTOMER**

- (a) Subject to the limitations of §768.28, Florida Statutes, Customer will indemnify, defend and hold harmless Kelly and its directors, officers, employees and agents, from and against all Damages imposed upon or incurred by Kelly, other than for job-related bodily injury or death of an Assigned Employee (as set forth in section 9 (a)(iv) above), arising out of any of the following:
  - i) Any negligent act or omission or intentional misconduct on the part of the Customer, its officers, employees (excluding its employees on assignment) or agents, within the scope of their employment, provided 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.

**DRAFT****12) TERM; TERMINATION**

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

**13) NON-SOLICITATION**

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

**14) MISCELLANEOUS****(a) Notices**

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

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

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



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



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

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

In witness whereof, the parties have caused their duly authorized representatives to execute and deliver this Agreement effective August 28, 2018.

**ATTEST:**

**SUWANNEE COUNTY SCHOOL BOARD, FLORIDA**

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

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

Name: \_\_\_\_\_

Name: Ted L. Roush

Title: \_\_\_\_\_

Title: Superintendent of Schools

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

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

"Approved as to Form and Sufficiency

BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

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

**EXHIBIT A**

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**PRICING FOR KELLY EDUCATIONAL SERVICES**

This Pricing Exhibit A is incorporated and made part of the Agreement for Educational Services between Kelly Services, Inc. and the Suwannee County School Board, dated August 28, 2018. The maximum indebtedness of Customer for each fiscal year (July 1 through June 30) shall not exceed \$13,000,000.00.

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

<b>Job Title</b>	<b>Hourly Pay Rate</b>	<b>Markup</b>	<b>Hourly Bill Rate</b>
Substitute Teacher – High School Diploma or Associates Degree	\$8.85/hour	1.335	\$11.82/hour
Substitute Teacher – Bachelor's Degree	\$10.41/hour	1.335	\$13.90/hour
Substitute Teacher – Master's Degree	\$12.49/hour	1.335	\$16.68/hour
Substitute Teacher – Certified Teacher - Long Term Assignment	\$20.00/hour	1.335	\$26.70/hour
Paraprofessional	\$8.59/hour	1.335	\$11.47/hour
Retiree DROP Program	TBD	1.29	TBD
School Nutrition Employee	\$8.43/hour	1.40	\$11.80/hour
Custodial Employee	\$8.43/hour	1.40	\$11.80/hour

**\*NOTE – This rate structure reflects a change in markup for instructional positions to from 1.39 to 1.335 and for Light Industrial positions from 1.43 to 1.40. This change in markup was used to adjust the hourly pay rates and keep the mark-up the same. This is subject to change pending official Board action on rate of pay and markup adjustment.**

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

**DRAFT****3. Pricing for Hiring a Kelly Temporary Employee**

If Customer hires an Assigned Employee before the Assigned Employee works 90 substitute days, Customer agrees to pay a placement fee upon hiring the Kelly Educational Staffing temporary employee to work in full- or part-time position of employment with the Customer. The placement fee is based on days worked. The fee schedule is set forth below.

1 – 30 days worked	\$1500
31-60 days worked	\$1000
61-90 days worked	\$500
90+ days worked	Fee Waived

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

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

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

Name: \_\_\_\_\_

Name: Ted L. Roush

Title: \_\_\_\_\_

Title: Superintendent of Schools

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

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

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

"Approved as to Form and Sufficiency

BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk &amp; Caldwell, P.A.

Suwannee School Board Attorney"

**Exhibit B**

**DRAFT**

**TIME, BILLING & AUTOMATED SCHEDULING TERMS**

**1) DOCUMENTATION OF TIME WORKED**

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

**2) NON-EXEMPT EMPLOYEES & OVERTIME**

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

**3) AUTOMATED SCHEDULING**

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

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

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

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

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Exhibit C – Composite Federal Forms

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FEDERAL REGULATORY COMPLIANCE STATEMENT

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

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

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CONTRACTOR: Kelly Services, Inc.

PRINT NAME OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**DRUG FREE WORKPLACE CERTIFICATION**

**DRAFT**

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

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

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

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE / DATE

\_\_\_\_\_  
NAME/TITLE

Name of Company: Kelly Services, Inc.

**CERTIFICATION REGARDING DDEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

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

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

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE

\_\_\_\_\_  
NAME/TITLE of AUTHORIZED REPRESENTATIVE

Name of Company: Kelly Services, Inc.



**NON-COLLUSION AFFIDAVIT**

**DRAFT**

**State of FLORIDA**

**County of SUWANNEE**

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

I hereby attest that:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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Exhibit D – INSURANCE REQUIREMENTS

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

1. Worker's 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 for edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) and those described below which would apply to the Services contemplated under this Agreement. Such coverage shall be primary over other insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Exhibit E**

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

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

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2018), you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes (2018), for additional record keeping requirements.

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

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

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

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

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## ADDENDUM TO AGREEMENT FOR EDUCATIONAL STAFFING

This Addendum ("Addendum") is between Kelly Services, Inc. ("Kelly") and Suwannee County Schools ("Customer").

### RECITALS

- A. Kelly, through its service line Kelly Educational Staffing, and Customer have agreed to enter into an Agreement for Educational Staffing ("Agreement").
  - B. Kelly and Customer desire to to modify the Agreement as set forth below.
- The parties therefore agree as follows:

### AGREEMENT

1. **Engagement of Therapy Staff.** The following shall be added as a new section to the Agreement: "In addition to the services Kelly is providing in the Agreement, Customer has requested a need for Kelly to fill positions for speech therapists. In order for Kelly to fill such positions, Kelly will engage its subcontractor, Therapy Staff, to partner in the provision of speech therapists and Customer hereby consents to the use of Therapy Staff for filling speech therapist positions. All speech therapists will be W-2 employees of Therapy Staff and will not be considered to be an employee of Customer for any purpose. Kelly shall remain responsible for all of its obligations under this Agreement with respect to its Assigned Employees and shall ensure, through written agreement, that Therapy Staff is responsible for the same obligations as it relates to Therapy Staff employees. Customer will deal directly and exclusively with Kelly with respect to Therapy Staff's services and employees."
2. **Pricing.** Kelly will invoice Customer \$55.00 per hour for all hours worked by speech therapists and approved in accordance with Section 6 of Agreement.
3. **Responsibilities of Therapy Staff.** "In addition to the responsibilities listed in Section 3 of the Agreement, Therapy Staff is required to comply with the following responsibilities:
  - a) Verify the currency of the license of all licensed personnel Therapy Staff supplies to Customer;
  - b) Upon employment, offer the Hepatitis B vaccine to Therapists whose job duties will involve a reasonable risk of exposure to blood borne pathogens, providing such Therapists with general training relating to blood borne pathogens and the universal precautions, and maintain the records required by OSHA regarding such training, offer the hepatitis B vaccine, and exposure incidents and post-exposure treatment;
  - c) Maintain employee records of annual TB mantoux test or chest x-ray; and,
  - d) Not engage subcontractors to provide Therapists unless agreed to in advance by Kelly and Customer."
4. **Additional Insurance.** In addition to the insurance requirements in the Agreement, Therapy Staff will provide the following:

**"Medical Professional / Malpractice Insurance** for Therapy Staff and each employee employed by Therapy Staff provided to Customer in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate."

**5. Types of Assignments; Pricing**

The Assigned Employees will be assigned to the following positions and at the following rates:

Job Title	Hourly Bill Rate
Speech Therapist	\$55.00

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**6. Pricing for Hiring Speech Therapist Employee**

If Customer hires an Assigned Employee before the Assigned Employee works more than 520 hours, Customer agrees to pay a placement fee upon hiring the temporary employee to work in full- or part-time position of employment with the Customer. The placement fee will be NO FEE. If Customer hires an Assigned Employee after the Assigned Employee works more than 520 hours, Customer agrees to pay a placement fee of NO FEE.

**7. Pricing for Hiring a Direct Hire Candidate**

If the Customer hires a candidate referred to it by Kelly Educational Staffing for direct hire by Customer, the Customer agrees to pay a direct placement fee of 0% of the candidate's annualized salary.

This Addendum will become effective when both parties have signed it. The date on which the last party has signed this Addendum (as indicated by the date associated with that party's signature) will be deemed the date of this Addendum. If there is any conflict between the provisions of this Addendum and corresponding provisions of the Agreement, the provisions of this Addendum shall control.

Suwannee County School District

**Kelly Services, Inc.**

\_\_\_\_\_  
**Signature**

Ted L. Roush

\_\_\_\_\_  
**Printed Name**

Superintendent of Schools

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date Signed**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date Signed**

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

"Approved as to Form and Sufficiency

BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

**EXHIBIT A****PRICING FOR KELLY EDUCATIONAL SERVICES**

This Pricing Exhibit A is incorporated and made part of the Agreement for Educational Services between Kelly Services, Inc. and the Suwannee County School Board, dated ~~July 24~~ August 28, 2018. The maximum indebtedness of Customer for each fiscal year (July 1 through June 30) shall not exceed \$13,000,000.00.

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

<b>Job Title</b>	<b>Hourly Pay Rate</b>	<b>Markup</b>	<b>Hourly Bill Rate</b>
Substitute Teacher - High School Diploma or Associates Degree	<del>\$8.50/hour</del> <u>\$8.85/hour</u>	<del>1.39</del> <u>1.335</u>	<del>\$11.82/hour</del>
Substitute Teacher - Bachelor's Degree	<del>\$10.00/hour</del> <u>\$10.41/hour</u>	<del>1.39</del> <u>1.335</u>	\$13.90/hour
Substitute Teacher - Master's Degree	<del>\$12.00/hour</del> <u>\$12.49/hour</u>	<del>1.39</del> <u>1.335</u>	\$16.68/hour
Substitute Teacher - Certified Teacher - Long Term Assignment	\$20.00/hour	<del>1.39</del> <u>1.335</u>	<del>\$27.80/hour</del> <u>\$26.70/hour</u>
Paraprofessional	<del>\$8.25/hour</del> <u>\$8.59/hour</u>	<del>1.39</del> <u>1.335</u>	\$11.47/hour
Retiree DROP Program	TBD	1.29	TBD
School Nutrition Employee	<del>\$8.25/hour</del> <u>\$8.43/hour</u>	<del>1.43</del> <u>1.40</u>	\$11.80/hour
Custodial Employee	<del>\$8.25/hour</del> <u>\$8.43/hour</u>	<del>1.43</del> <u>1.40</u>	\$11.80/hour

**\*NOTE - Subject** This rate structure reflects a change in markup for instructional positions to from 1.39 to 1.335 and for Light Industrial positions from 1.43 to 1.40. This change in markup was used to adjust the hourly pay rates and keep the mark-up the same. This is subject to change pending official Board action on rate of pay and markup adjustment.

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



KELLY SERVICES, INC. Pricing for Hiring a Kelly SUWANNEE COUNTY SCHOOL BOARD Temporary Employee  
If Customer hires an Assigned Employee before the Assigned  
Employee works 90 substitute days.

By: Customer

By:

Name: agrees to pay a placement fee upon hiring the Kelly  
Educational Staffing temporary employee to

Name: Ted

Title: work in full- or part-time position of  
employment with the Customer. The placement  
Date: fee is based on days worked. The fee schedule

Title: Superintendent of Schools

Date: Jan. 24 is set forth below.

<u>1-30 days worked</u>	<u>\$1500</u>
<u>31-60 days worked</u>	<u>\$1000</u>
<u>61-90 days worked</u>	<u>\$500</u>
<u>90+ days worked</u>	<u>Fee Waived</u>

KELLY SERVICES, INC.

SUWANNEE COUNTY SCHOOL BOARD

By:

By:

Name:

Name: Ted L. Roush

Title:

Title: Superintendent of Schools

Date:

Date:

Shafiqsari, Suwannee County School Board

I have Approved as to Form and  
Sufficiency

"Approved BY \_\_\_\_\_

Leonard J. Dietzen, Jr.

Dietzen, m-III Rumberger, Kirk \$  
& Caldwell, P.P. A. Suwannee  
School Board Attorney"

**ADDENDUM TO AGREEMENT FOR EDUCATIONAL STAFFING**

This Addendum ("Addendum") is between Kelly Services, Inc. ("Kelly") and Suwannee County Schools ("Customer").

**RECITALS**

A. Kelly, through its service line Kelly Educational Staffing, and Customer have agreed to enter into an Agreement for Educational Staffing ("Agreement").

B. Kelly and Customer desire to to modify the Agreement as set forth below.

The parties therefore agree as follows:

**AGREEMENT**

1. **Engagement of Therapy Staff.** The following shall be added as a new section to the Agreement: "In addition to the services Kelly is providing in the Agreement, Customer has requested a need for Kelly to fill positions for speech therapists. In order for Kelly to fill such positions, Kelly will engage its subcontractor, Therapy Staff, to partner in the provision of speech therapists and Customer hereby consents to the use of Therapy Staff for filling speech therapist positions. All speech therapists will be W-2 employees of Therapy Staff and will not be considered to be an employee of Customer for any purpose. Kelly shall remain responsible for all of its obligations under this Agreement with respect to its Assigned Employees and shall ensure, through written agreement, that Therapy Staff is responsible for the same obligations as it relates to Therapy Staff employees. Customer will deal directly and exclusively with Kelly with respect to Therapy Staff's services and employees."

2. **Pricing.** Kelly will invoice Customer \$55.00 per hour for all hours worked by speech therapists and approved in accordance with Section 6 of Agreement.

3. **Responsibilities of Therapy Staff.** "In addition to the responsibilities listed in Section 3 of the Agreement, Therapy Staff is required to comply with the following responsibilities:

- a) Verify the currency of the license of all licensed personnel Therapy Staff supplies to Customer;
- b) Upon employment, offer the Hepatitis B vaccine to Therapists whose job duties will involve a reasonable risk of exposure to blood borne pathogens, providing such Therapists with general training relating to blood borne pathogens and the universal precautions, and maintain the records required by OSHA regarding such training, offer the hepatitis B vaccine, and exposure incidents and post-exposure treatment;
- c) Maintain employee records of annual TB mantoux test or chest x-ray; and,
- d) Not engage subcontractors to provide Therapists unless agreed to in advance by Kelly and Customer."

4. **Additional Insurance.** In addition to the insurance requirements in the Agreement, Therapy Staff will provide the following:

"Medical/Professional/Malpractice Insurance for Therapy Staff and each employee employed by Therapy Staff provided to Customer in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate."

**5. Types of Assignments: Pricing**

The Assigned Employees will be assigned to the following positions and at the following rates:

<b><u>Job Title</u></b>	<b><u>Hourly Bill Rate</u></b>
<u>Speech Therapist</u>	<u>\$55.00</u>

**6. Pricing for Hiring Speech Therapist Employee**

If Customer hires an Assigned Employee before the Assigned Employee works more than 520 hours, Customer agrees to pay a placement fee upon hiring the temporary employee to work in full- or part-time position of employment with the Customer. The placement fee will be NO FEE. If Customer hires an Assigned Employee after the Assigned Employee works more than 520 hours, Customer agrees to pay a placement fee of NO FEE.

**7. Pricing for Hiring a Direct Hire Candidate**

If the Customer hires a candidate referred to it by Kelly Educational Staffing for direct hire by Customer, the Customer agrees to pay a direct placement fee of 0% of the candidate's annualized salary.

This Addendum will become effective when both parties have signed it. The date on which the last party has signed this Addendum (as indicated by the date associated with that party's signature) will be deemed the date of this Addendum. If there is any conflict between the provisions of this Addendum and corresponding provisions of the Agreement, the provisions of this Addendum shall control.

Suwannee County School District

Kelly Services, Inc.

Signature

Signature

Ted L. Roush

Printed Name

Printed Name

Superintendent of Schools

Title

Title

Date Signed

Date Signed

Chairperson, Suwannee County School Board

"Approved as to Form and  
Sufficiency BY

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board

Attorney"

# SUWANNEE COUNTY SCHOOL DISTRICT



## Office of Student Services

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

### Student Contact Report

Date: \_\_\_\_\_ Student Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Student ID#: \_\_\_\_\_ School: \_\_\_\_\_

Homeroom Teacher: \_\_\_\_\_ Grade: \_\_\_\_\_

#### Area of Concern:

- |                                     |   |  |
|-------------------------------------|---|--|
| <input type="checkbox"/> ADHD/ADD   | <input type="checkbox"/> Family Issues      | <input type="checkbox"/> Substance Abuse |
| <input type="checkbox"/> Anxiety    | <input type="checkbox"/> Grief              | <input type="checkbox"/> Other: _____    |
| <input type="checkbox"/> Conduct    | <input type="checkbox"/> Peer Relationships |  |
| <input type="checkbox"/> Depression | <input type="checkbox"/> Stress/Coping      |  |

#### Behavioral Concerns? Suicide Risk? Threat to Others?

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
|--|--|--|

#### If yes, check box for action/s taken:

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> File Review             | <input type="checkbox"/> Suicide Risk Assessment | <input type="checkbox"/> Threat Assessment |
| <input type="checkbox"/> Parent/Guardian Contact | <input type="checkbox"/> Structured Interview    | <input type="checkbox"/> Other: _____      |

**Explain:** (Please explain below)

**Response to Intervention/RTI?** ☐ Yes ☐ No

☐ Tier 2 ☐ Tier 3 ☐ Behavior ☐ Math ☐ Reading

**Recommendations:** (Please explain below)

**Report Completed By:** (Print) \_\_\_\_\_ **Position:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# SUWANNEE COUNTY SCHOOL DISTRICT



**Office of Student Services**  
1729 Walker Avenue, SW, Suite 200  
Live Oak, Florida 32064  
386-647-4630

## **AUTHORIZATION FOR USE OR DISCLOSURE OF HEALTH INFORMATION TO AND FROM SCHOOL DISTRICTS**

Completion of this document authorizes the disclosure and/or use of individually identifiable health information, as set forth below, consistent with Federal laws (including HIPAA) concerning the privacy of such information. Failure to provide all information requested may invalidate this authorization.

**Patient/Student Name:**

*First, Middle Initial, Last*

**Date of Birth:**

**I, the undersigned, do hereby authorize (name of agency and/or health care providers):**

(1) \_\_\_\_\_ (2) \_\_\_\_\_

**to provide health information from the above-named child's medical record to and from:**

<i>School District to which Disclosure is Made</i>	<i>Address/ City and State/ Zip Code</i>
<i>Contact Person at School District</i>	<i>Area Code and Telephone Number</i>

**The disclosure of health information is required for the following purposes:**

**Requested information of health information is required for the following purpose:**

Requested information shall be limited to the following: ☐ All minimum necessary health information; or ☐ Disease-specific information as described:

**DURATION:** This authorization shall become effective immediately and shall remain in effect until \_\_\_\_\_ (enter date) or for one year from the date of signature, if no date entered.

**RESTRICTIONS:** Law prohibits the Requestor from making further disclosure of my health information unless the Requestor obtains another authorization from from me or unless such disclosure is specifically required or permitted by law.

**YOUR RIGHTS:** I understand that I have the following rights with respect to this Authorization: *I may revoke this Authorization at anytime. My revocation must be in writing, signed by me or on my behalf, and delivered to the health care agencies /persons listed above. My revocation will be effective upon receipt but will not be effective to the extent that the Requestor or others have acted in reliance to this Authorization.*

**RE-DISCLOSURE:** I understand that the Requestor (School District) will protect this information as prescribed by the Family Educational Rights and Privacy Act (FERPA) and that the information becomes part of the student's educational record. The information will be shared with individuals working at or with the School District for the purpose of providing safe, appropriate, and least restrictive educational settings and school health services and programs.

I have a right to receive a copy of this Authorization. Signing this Authorization may be required in order for this student to obtain appropriate services in the educational setting.

### **APPROVAL:**

*Printed Name*

*Signature*

*Date*

*Relationship to Patient/Student*

*Area Code and Telephone Number*

# SUWANNEE COUNTY SCHOOL DISTRICT



**Office of Student Services**  
1729 Walker Avenue, SW, Suite 200  
Live Oak, Florida 32064  
386-647-4630

## Parental/Guardian Notice Consent for Evaluation

Person/Entity Requesting Evaluation:

- ☐ Parent/Guardian ☐ School Team  
☐ Other:

Student: \_\_\_\_\_

School : \_\_\_\_\_

Grade : \_\_\_\_\_ DOB : \_\_\_\_\_

Based upon an appropriate referral for an initial ESE evaluation, the school district seeks to conduct a full and comprehensive individual evaluation of your child to determine whether your child is in need of ESE services. The evaluation is proposed based on your child's educational performance and review of any MTSS or other evaluative information, as well as observations and conference information, or because you have requested an evaluation for ESE services. Your consent for an initial evaluation will not be construed as consent for initial provision of ESE services.

The following educational options have been considered or used with your child but determined to be insufficient in meeting his/her educational needs and are rejected as the primary method for assisting your child:

- ☐ N/A - The evaluation has been requested by the parent(s)/guardian ☐ Academic Interventions ☐ Behavioral Interventions

### Do you consent for SCSD to conduct an evaluation or secure information, if necessary, of your child in the areas listed below?

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Academic Achievement Assessment           | <input type="checkbox"/> Hearing Screening                   | <input type="checkbox"/> Pragmatics Checklist         |
| <input type="checkbox"/> Adaptive Behavior Assessment              | <input type="checkbox"/> Individual Intellectual Evaluation  | <input type="checkbox"/> Review Medical Documentation |
| <input type="checkbox"/> Assistive Technology Evaluation/Screening | <input type="checkbox"/> Individual Psychological Evaluation | <input type="checkbox"/> Review RTI Data              |
| <input type="checkbox"/> Autism Checklist                          | <input type="checkbox"/> Language Evaluation                 | <input type="checkbox"/> Social Developmental History |
| <input type="checkbox"/> Behavioral Observations/Assessments       | <input type="checkbox"/> Learning Abilities Evaluation       | <input type="checkbox"/> Speech Evaluation            |
| <input type="checkbox"/> Developmental Assessments                 | <input type="checkbox"/> Occupational Therapy Evaluation     | <input type="checkbox"/> Vision Screening             |
| <input type="checkbox"/> Functional Behavior Assessment            | <input type="checkbox"/> Physical Therapy Evaluation         | <input type="checkbox"/> Other: _____                 |
| <input type="checkbox"/> Gifted Checklist                          |  |   |

*You will be advised of the results of the assessment(s). Please keep your copy of signed consent.  
If you have any questions, please feel free to call Suwannee County Schools Student Services at (386)-647-4630.*

### PARENT/GUARDIAN CONSENT FOR INITIAL EVALUATION

- ☐ **YES**, I give consent for initial evaluation and have received a copy of the Notice of Procedural Safeguards.
- ☐ **NO**, I do not give consent for initial evaluation for the following reasons: \_\_\_\_\_

Parent/Guardian  
Signature: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Today's Date : \_\_\_\_\_

Phone: \_\_\_\_\_

*As parent(s)/guardian(s) of a child with a disability, you have certain protections under the attached Procedural Safeguards of the Individuals with Disabilities Education Act. For a gifted student, you have protections under Rule 6A-6.03313, FAC.  
Further explanation of rights and copies may be obtained from the ESE Coordinator at 647-4630.  
Consent copy sent to ESE File, ESE Office, School, and Parent/Guardian/Adult Student.*

# SUWANNEE COUNTY SCHOOL DISTRICT



## Office of Student Services

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

### Eligibility Determination and Staffing Form

Parent/Legal Guardian/Surrogate: _____	Student: _____	ID#: _____
Address: _____	School: _____	Grade: _____
Language: _____	DOB: _____	Sex: _____ Race: _____
Primary Phone: _____ Cell: _____	Ambulatory: <input type="checkbox"/> Yes <input type="checkbox"/> No	Section 504: <input type="checkbox"/> Yes <input type="checkbox"/> No

#### ELIGIBILITY RECOMMENDATIONS

The School Eligibility Staffing committee, which reviewed educational information about the student, met on \_\_\_\_\_ to consider educational services to meet your child's needs. This was the purpose of the meeting and this notice explains why the committee proposes or refuses to take the actions listed.

<input type="checkbox"/> Meets eligibility criteria for _____
<input type="checkbox"/> Is recommended for change in eligibility from _____ to placement in _____
<input type="checkbox"/> Is already enrolled in _____ and meets/does not meet ( <i>circle one</i> ) current criteria for _____
<input type="checkbox"/> Is recommended for dismissal from Exceptional Student Education (ESE) based on the IEP/EP team meeting, which reviewed reevaluation data indicating the student will be successful in the general curriculum without ESE support.
<input type="checkbox"/> Does not meet eligibility criteria for an ESE program at this time, based on review of evaluation data. The committee considered eligibility for specially designed instruction and services were determined not to be needed.
<input type="checkbox"/> Programs for which student is eligible: _____
<input type="checkbox"/> Transfer Student

#### EVALUATION INSTRUMENTS ADMINISTERED

Name/Description/Date

#### ELIGIBILITY REVIEW

*Eligibility is based on ESE Director/Designee review of evaluation data and the staffing committee's recommendations. Please write comments below.*

#### PLACEMENT RECOMMENDATIONS

If your child is eligible for ESE, the district proposes to place your child as indicated on the Individual Educational Plan, in order to meet the child's educational needs. All of the following placement options were considered. Final recommendation is indicated by checks:

<input type="checkbox"/> Regular Class (80 - 100%)	<input type="checkbox"/> Special Day School	<input type="checkbox"/> Provide least restrictive environment	<input type="checkbox"/> Other factors relevant to this proposal may include: ( <i>Write below</i> )
<input type="checkbox"/> Resource Room (40 - 79%)	<input type="checkbox"/> Individual instruction in a home or hospital	<input type="checkbox"/> Provide the appropriate program	
<input type="checkbox"/> Separate Class (39% or less)	<input type="checkbox"/> Other ( <i>specify</i> ) _____	<input type="checkbox"/> Other ( <i>specify</i> ) _____	

#### PARENT/GUARDIAN CONSENT FOR INITIAL PLACEMENT:

Consent for placement is required for the first time the student is placed in an ESE Program. We undersigned parent(s)/guardian(s) of above named student

<input type="checkbox"/> 1) Agree to his/her placement
<input type="checkbox"/> 2) Do Not Agree to his/her placement in the Exceptional Student Education Program.

I understand that Parent/Guardian consent is required only before initial placement.

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Today's Date

#### COMMITTEE MEMBERS

\_\_\_\_\_  
ESE Director/Designee

\_\_\_\_\_  
Parent

\_\_\_\_\_  
Evaluation Specialist

\_\_\_\_\_  
Student (age 14 & above)

\_\_\_\_\_  
Principal/Designee

\_\_\_\_\_  
Guidance Counselor

\_\_\_\_\_  
ESE Teacher

\_\_\_\_\_  
Speech/Language Pathologist

\_\_\_\_\_  
Regular ED Teacher

\_\_\_\_\_  
Other

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

# SUWANNEE COUNTY SCHOOL DISTRICT



## Office of Student Services

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

### Parental/Guardian Notice Consent for REEVALUATION

Parent/Guardian: _____	Student: _____
Last Reevaluation Date: _____	School : _____
Disability(ies): _____	DOB : _____ Grade : _____

A reevaluation is proposed for your child. This process involves gathering and reviewing information obtained on your child to assist us in determining whether he/she needs to continue in the special programs in which he/she is placed. The evaluation procedures, tests, records, and reports used as a basis for the proposal to reevaluate included the following:

<input type="checkbox"/> Academic Assessment	<input type="checkbox"/> Intellectual Assessments	<input type="checkbox"/> Observations by Teachers/Related Provider
<input type="checkbox"/> Academic Grades	<input type="checkbox"/> Learning Abilities Assessment	<input type="checkbox"/> Progress Monitoring Data
<input type="checkbox"/> Achievement Tests	<input type="checkbox"/> Manifestation Determination	<input type="checkbox"/> Psychological Reports
<input type="checkbox"/> Assistive Technology Evaluation	<input type="checkbox"/> Medical Information	<input type="checkbox"/> Sensory Screening
<input type="checkbox"/> Classroom-Based Assessments	<input type="checkbox"/> Parent Input	<input type="checkbox"/> Speech/Language Evaluations
<input type="checkbox"/> Classroom or State Assessments	<input type="checkbox"/> Personality Evaluation	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Cumulative Folder	<input type="checkbox"/> Positive Behavior Intervention Plan	
<input type="checkbox"/> Functional Behavior Assessment	<input type="checkbox"/> Previous Referrals	

#### We have considered the following options for your child:

☐ A more frequent reevaluation. ☐ Meet the 3-year reevaluation. ☐ No formal testing recommended (refer to Questionnaire)

#### Reevaluation Questions: The team has answered these six questions:

<input type="checkbox"/> Yes <input type="checkbox"/> No	1) Is more information needed to determine if this is still a student with a disability?
<input type="checkbox"/> Yes <input type="checkbox"/> No	2) Is more information needed to determine the present levels of performance?
<input type="checkbox"/> Yes <input type="checkbox"/> No	3) Is more information needed to determine if student needs ESE services?
<input type="checkbox"/> Yes <input type="checkbox"/> No	4) Is more information needed to determine if there is a need to modify the IEP or support participation in the general curriculum?
<input type="checkbox"/> Yes <input type="checkbox"/> No	5) Is more information needed to determine whether special considerations (communication or behavior) are interfering with the student's progress?
<input type="checkbox"/> Yes <input type="checkbox"/> No	6) Is more information needed to determine appropriate placement?

The other option was rejected as it did not meet the needs of your child, or was not necessary at this time. The evaluator will select specific tests from below, based on your child's needs and as deemed appropriate.

<input type="checkbox"/> Academic Achievement Assessment	<input type="checkbox"/> Hearing Screening	<input type="checkbox"/> Pragmatics Checklist
<input type="checkbox"/> Adaptive Behavior Assessment	<input type="checkbox"/> Individual Intellectual Evaluation	<input type="checkbox"/> Review Medical Documentation
<input type="checkbox"/> Assistive Technology Evaluation/Screening	<input type="checkbox"/> Individual Psychological Evaluation	<input type="checkbox"/> Review RTI Data
<input type="checkbox"/> Autism Checklist	<input type="checkbox"/> Language Evaluation	<input type="checkbox"/> Social Developmental History
<input type="checkbox"/> Behavioral Observations/Assessments	<input type="checkbox"/> Learning Abilities Evaluation	<input type="checkbox"/> Speech Evaluation
<input type="checkbox"/> Developmental Assessments	<input type="checkbox"/> Occupational Therapy Evaluation	<input type="checkbox"/> Vision Screening
<input type="checkbox"/> Functional Behavior Assessment	<input type="checkbox"/> Physical Therapy Evaluation	
<input type="checkbox"/> If other factors were relevant, they may have included: _____		

#### PARENT/GUARDIAN CONSENT FOR REEVALUATION

☐ YES, I give consent for reevaluation and have received a copy of the Notice of Procedural Safeguards.

☐ NO, I do not give consent for reevaluation for the following reasons: \_\_\_\_\_

Parent/Guardian Signature

Print Name

Today's Date

#### The reevaluation review team reviewed data on \_\_\_\_\_ (date) and included:

ESE Director/Designee

Parent

Evaluation Specialist

Student (age 14 & above)

ESE Teacher

Other

Regular ED Teacher

Other

You will be contacted to set up an appointment to review evaluation results and other reports on your child. Please keep your copy of signed consent.

If you have any questions, please feel free to call Suwannee County Schools Student Services at (386)-647-4630.

As parent(s)/guardian(s) of a child with a disability, you have certain protections under the attached Procedural Safeguards of the Individuals with Disabilities Education Act. Further explanation of rights and copies may be obtained from the ESE Coordinator at 647-4630. Consent copy sent to ESE File, ESE Office, School, and Parent/Guardian/Adult Student.



# SUWANNEE COUNTY SCHOOL DISTRICT



*Office of Student Services*  
1729 Walker Avenue, SW, Suite 200  
Live Oak, Florida 32064  
386-647-4630

## Social/Developmental History Interview Questionnaire

### I. Identifying Information:

Student's Name: \_\_\_\_\_

Student's Race: \_\_\_\_\_ Current Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Sex: ☐ Male ☐ Female

Student's Home Address: \_\_\_\_\_

Home Phone Number: \_\_\_\_\_ Emergency Phone Number: \_\_\_\_\_

Father's Name: \_\_\_\_\_ Father's Age: \_\_\_\_\_ Legal Guardian: ☐ Yes ☐ No

Father's Occupation: \_\_\_\_\_ Father's Last Grade Completed in School: \_\_\_\_\_

Mother's Name: \_\_\_\_\_ Mother's Age: \_\_\_\_\_ Legal Guardian: ☐ Yes ☐ No

Mother's Occupation: \_\_\_\_\_ Mother's Last Grade Completed in School: \_\_\_\_\_

With Whom Does the Student Live? (Name, Age, Relationship) \_\_\_\_\_

List of Other Family Members Living in Home: (Name, Age, Relationship) \_\_\_\_\_

### II. Medical Information:

Physician's Name: \_\_\_\_\_ Date of Last Examination: \_\_\_\_\_

Student Medications: \_\_\_\_\_

Description of Student's General Health: \_\_\_\_\_

Head Injury: ☐ Yes ☐ No Hospitalization: ☐ Yes ☐ No

### III. Pregnancy:

Check One: ☐ Normal Full Term ☐ Premature ☐ Overdue Place of Birth: \_\_\_\_\_ Birth Weight: \_\_\_\_\_

Describe Any Illnesses of Mother During Pregnancy: \_\_\_\_\_

Any Complications or Difficulties about the Birth? \_\_\_\_\_

Did the Baby have any Illnesses Immediately After Birth? \_\_\_\_\_

Mother During Pregnancy: ☐ Took Prescribed Medications ☐ Took Non-prescribed Medications

☐ Smoking (#packs): \_\_\_\_\_ ☐ Alcohol (How much per day): \_\_\_\_\_ ☐ Unknown

### IV. Developmental History:

Age Sat Up: \_\_\_\_\_ Age Walked: \_\_\_\_\_ Age First Word: \_\_\_\_\_ First Word: \_\_\_\_\_

Age Toilet Training Began? \_\_\_\_\_ Age Toilet Trained? \_\_\_\_\_

Any Problems with Toilet Training ☐ Yes ☐ No Any Problems Learning to Walk or Talk? ☐ Yes ☐ No

Attended Pre-Kindergarten? ☐ Yes ☐ No Attended Kindergarten? ☐ Yes ☐ No

Attended Other Program? ☐ Yes ☐ No Retained? (List grade/s) ☐ Yes ☐ No

### Parent/Guardian Concerns:

Respondent's Name: \_\_\_\_\_ Date: \_\_\_\_\_ Interviewer's Name & Title: \_\_\_\_\_ Date: \_\_\_\_\_

# Distrito Escolar del Condado de Suwannee



## Oficina de Servicios Estudiantiles

1729 Walker Avenue, SW Suite 200

Live Oak, Florida 32064

386-647-4630

## Entrevista de Historia Social/Desarrollo

### I. Información de Identificación:

Nombre del Estudiante: \_\_\_\_\_ Fecha de Nacimiento: \_\_\_\_\_  
Raza del Estudiante: \_\_\_\_\_ Edad Actual: \_\_\_\_\_ Sexo: ☐ Masculino ☐ Femenino  
Dirección del Estudiante: \_\_\_\_\_  
Numero de Teléfono: \_\_\_\_\_ Numero de Teléfono de Emergencia: \_\_\_\_\_  
Nombre del Padre: \_\_\_\_\_ Edad de Padre: \_\_\_\_\_ Guardian Legal: ☐ Sí ☐ No  
Ocupación: \_\_\_\_\_ Último Grado Completado en la Escuela: \_\_\_\_\_  
Nombre de la Madre: \_\_\_\_\_ Edad de la Madre: \_\_\_\_\_ Guardian Legal: ☐ Sí ☐ No  
Ocupación: \_\_\_\_\_ Último Grado Completado en la Escuela: \_\_\_\_\_  
¿Con quién vive el estudiante? (Nombre, Edad, Relación) \_\_\_\_\_  
Otros Miembros de la familia con quien vive: (Nombre, Edad, Relación) \_\_\_\_\_

### II. Información Medica:

Nombre Del Medico: \_\_\_\_\_ Fecha de la última examinación: \_\_\_\_\_  
Medicinas que el estudiante toma: \_\_\_\_\_  
Descripción de la salud general del estudiante: \_\_\_\_\_  
Lesión craneal: ☐ Sí ☐ No Hospitalización: ☐ Sí ☐ No

### III. Embarazo:

Escoja Una: ☐ Normal ☐ Prematuro ☐ Pasado de tiempo Lugar de Nacimiento: \_\_\_\_\_ Peso de nacimiento: \_\_\_\_\_  
Describa algunas enfermedades durante el Embarzo: \_\_\_\_\_  
¿Alguna complicación o dificultad durante el parto? \_\_\_\_\_  
¿El bebé tuvo alguna enfermedad inmediatamente después de nacer? \_\_\_\_\_  
Madre durante el embarazo: ☐ Tomó medicamentos recetados ☐ Tomó medicamentos no recetados  
☐ Fumar (#paquetes): \_\_\_\_\_ ☐ Alcohol (cuánto por día): \_\_\_\_\_

### IV. Historia de Desarrollo:

¿A qué edad se sentó: \_\_\_\_\_ Edad camino: \_\_\_\_\_ Edad primera palabra: \_\_\_\_\_ Primera Palabra: \_\_\_\_\_  
¿Cuándo empezó el entrenamiento para usar el baño? \_\_\_\_\_ ¿A qué edad uso el baño solo(a)? \_\_\_\_\_  
¿Algún problema con el entrenamiento para usar el baño? ☐ Sí ☐ No ¿Asistió algún programa de pre-k? ☐ Sí ☐ No  
¿Algún problema aprendiendo a hablar o caminar? ☐ Sí ☐ No ¿Asistió kindergarten? ☐ Sí ☐ No  
¿Asistió algún otro programa? ☐ Sí ☐ No Grados Retenidos? (Lista) ☐ Sí ☐ No

### Preocupaciones de los padres/tutores:

Nombre del Encuestado: \_\_\_\_\_ Fecha: \_\_\_\_\_ Nombre del Entrevistador: \_\_\_\_\_ Fecha: \_\_\_\_\_

# SUWANNEE COUNTY SCHOOL DISTRICT



## Office of Student Services

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

### Physician's Statement

The Suwannee County School District seeks information from you for the purpose of education planning. The student has been referred by his/her teacher/parent due to difficulties in school. Please complete the sections below to assist us in determining eligibility and in providing appropriate educational services for this student. Please complete the form, sign, and return to the address or fax number below. This form must be signed by a **Medical Doctor**.

School: \_\_\_\_\_ School Contact: \_\_\_\_\_

School Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Fax #: \_\_\_\_\_

Student Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Grade: \_\_\_\_\_

1) What is the student's medical diagnosis? *(Please include a description of the impairment)*

2) I have prescribed the following medication(s) to treat symptoms of this medical condition:

3) Date of last physical examination:

4) How might the diagnosis(es) impact the student's learning in the educational environment?

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Difficulty Following Directions  | <input type="checkbox"/> Frequent Absences    | <input type="checkbox"/> Limited Alertness/Attention |
| <input type="checkbox"/> Disorganized   | <input type="checkbox"/> Heightened Alertness | <input type="checkbox"/> Limited Concentration       |
| <input type="checkbox"/> Distractible   | <input type="checkbox"/> Hyperactive          | <input type="checkbox"/> Limited Strength            |
| <input type="checkbox"/> Easily Frustrated  | <input type="checkbox"/> Hypoactive           | <input type="checkbox"/> Tires Easily                |
| <input type="checkbox"/> Focus  | <input type="checkbox"/> Impulsive/Excitable  |  |
| <input type="checkbox"/> Limited Ability to Move, Sit, or Manipulate Materials in the Learning Environment. |   |  |
| <input type="checkbox"/> Other: _____   |   |  |

Physician's Printed Name: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Physician's Signature: \_\_\_\_\_ Office Number: \_\_\_\_\_

Physician's Mailing Address: \_\_\_\_\_



***Mission:*** *To protect, promote & improve the health of all people in Florida through integrated state, county, and community efforts.*

## **2018 – 2020 School Health Services Plan**

**for**

**Suwannee County**

**Due by September 15, 2018**

**E-mail Plan as an Attachment to:**

**[HSF.SH\\_Feedback@flhealth.gov](mailto:HSF.SH_Feedback@flhealth.gov)**

**2018 - 2020 School Health Services Plan Signature Page**

*My signature below indicates that I have reviewed and approved the 2018 - 2020 School Health Services Plan and its local implementation strategies, activities, and designations of local agency responsibility as herein described:*

Position	Name and Signature	Date
Local Department of Health Administrator / Director	Kerry Waldron	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>
Local Department of Health Nursing Director	Cindy Morgan	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>
Local Department of Health School Health Coordinator	Jessica Hadden	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>
School Board Chair Person	Jerry Taylor	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>
School District Superintendent	Ted Roush	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>
School District School Health Coordinator	Michele Howard	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>
School Health Advisory Committee Chairperson	Patricia Nixon	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>
School Health Services Public / Private Partner	N/A	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>

## **SUMMARY – SCHOOL HEALTH SERVICES PLAN 2018–2020**

Statutory Authority: Section 381.0056, Florida Statute (F.S.) requires each local Department of Health to develop, jointly with the school district and school health advisory committee, a School Health Services Plan (referred herein as the “Plan”) that outlines the provisions and responsibilities to provide mandated health services in all public schools. Chapter 64F-6.002, Florida Administrative Code (F.A.C.) requires the plan to be completed biennially.

**The Plan format is arranged in 3 parts relating to the services provided and funding streams, as follows:**

- Part I: Basic School Health Services - General school health services which are available to all students in Florida’s public and participating non-public schools in all 67 school districts.
- Part II: Comprehensive School Health Services – include increased services in section 381.0057, Florida Statutes, for student health management, interventions and classes. These services promote student health; reduce high-risk behaviors and their consequences (substance abuse, unintentional/intentional injuries, and sexually transmitted diseases); provide pregnancy prevention classes and interventions; and provide support services to promote return to school after giving birth.
- Part III: Health Services for Full Service Schools (FSS) – Includes basic school health services and additional specialized services that integrate education, medical, social and/or human services such as nutrition services, basic medical services, aid to dependent children (temporary assistance for needy families (TANF)), parenting skills, counseling for abused children, counseling for children at high risk for delinquent behavior and their parents or guardian, and adult education to meet the needs of the high-risk student population and their families. These services are required of schools as defined in section 402.3026, Florida Statutes.

**The Plan contains 4 columns, as follows:**

- Column 1 –Requirements and References. This column includes Florida Statutes, Administrative Codes and references demonstrating best practices related to school health.
- Column 2 – Program Standards. This column provides specific requirements related to the statutes, administrative code and references listed in Column 1.
- Column 3 – Local Agency(s) Responsible. The local agencies (Department of Health, Educational Agency (LEA), and School Health Advisory Committee (SHAC)) determine the responsibilities for providing the services described columns 1 and 2.
- Column 4 – Local Implementation Strategy & Activities. This column describes the implementation strategies and activities to fulfill requirements in columns 1 and 2.

**PART I: BASIC SCHOOL HEALTH SERVICES**

<b>Requirements/References</b>	<b>Program Standards</b>	<b>Local Agency(s) Responsible</b>	<b>Local Implementation Strategy &amp; Activities</b>
<b>1. School Health Services Plan; District Wellness Policy; Comprehensive School Health Services; Full Service Schools:</b> School Health Services Act: s. 381.0056, F.S.; Chapter 64F-6.002, F.A.C.; Florida Nurse Practice Act: Chapter 464 Nursing Technical Assistance Guidelines - The Role of the Professional School Nurse in the Delegation of Care in Florida Schools (Rev. 2010); ss. 1003.453, F.S., 381.0057, F.S., 402.3026, F.S.	1a. Each local school health services plan shall be completed biennially and approved and signed by, at a minimum, the superintendent of schools, the school board chairperson, and the local CHD medical director/administrator.	Suwannee County School District, Department of Health-Suwannee	School Health Coordinators from DOH and SCSD will complete School Health Plan biennially for approval by SCSD Superintendent, SCSD Chair person, and DOH Administrator.
	1b. The local school health services plan shall be reviewed each year for the purpose of updating the plan. Amendments shall be signed by the school district superintendent and the local Department of Health medical director/administrator.	Suwannee County School District, Department of Health-Suwannee	The school health services plan is reviewed each year by the SHAC and School Health Staff, for the purpose of updating the plan. Amendments are signed by the school district superintendent and the DOH-Suwannee administrator.
	1c. The local school health services plan shall describe employing or contracting for all health-related staff and the supervision of all school health services personnel regardless of the funding source.	Suwannee County School District, Department of Health-Suwannee	Employment- The SCSB and DOH-Suwannee, follow Equal Opportunity guidelines that comply with federal, state, and local guidelines, in hiring and employing all health related staff. The Suwannee County School Board will employ six full time registered nurses and one part time School Health Services Coordinator. The DOH-SUWANNEE shall make available the following personnel and/or other resources to provide the services required under the annual MOA between DOH- Suwannee and the SCSB:  1. Provide a part-time Registered Nurse (RN) to serve as the School Health Coordinator, as a resource to school clinic personnel. The School Health Coordinator will be an employee of DOH-SUWANNEE. 2. Provide a Licensed Practical Nurse (LPN) and Health Support Aid in either a Career Service or Other Personnel Services position at designated school under control of DOH-SUWANNEE. Recruitment of these positions is the responsibility of the DOH-SUWANNEE Community Health Nursing Director. Vacant positions will be advertised through DOH-

			<p>SUWANNEE human resources office</p> <p>3. Provide a full time Registered Nurse position at Branford High School</p> <p>4. Supervision- school health staff members employed by SCSB will be supervised by the schools' site administrators and the School Health Coordinator employed by SCSB; school health staff members employed by the DOH-Suwannee are supervised by the schools' site administrators in matters pertaining to school board policy, and the DOH- Suwannee Director of Nursing in matters related to school health/nursing statutory requirements and professional standards. An annual MOA is signed by the DOH-Suwannee and the LEA. The MOA outlines and establishes the terms and conditions under which the DOH-Suwannee shall deliver or perform services indicated for the School Board according to state statutes and the annual school health services plan.</p>
	1d. Each local CHD uses annual Schedule C funding allocation to provide school health services pursuant to the School Health Services Act and the requirements of the Schedule C Scope of Work.	Department of Health-Suwannee	<p>Schedule C Funding allocations are used to provide Comprehensive SH Services to all seven public schools in Suwannee County. These funds allow the school nurses to expand their roles in promoting the health of students, reducing risk-taking behavior, and reducing teen pregnancy. The Schedule C funding pays for a full time RN to staff clinic at Branford High School, a half time School Health Coordinator, a health aide, and a LPN. The presence of the Health Aid and the LPN at district schools enables the school nurses to plan, coordinate, and/or deliver health promotion and health education activities aimed at reducing risk-taking behaviors and reducing teen pregnancy. The half time School Health Coordinator is available to teach classes or assist in the school health offices.</p>
	1e. The local CHD and local LEA shall each designate one person, RN recommended, to be responsible for the coordination of planning, development, implementation and evaluation of the program. These individuals should collaborate throughout the school year to assure program compliance and to plan and assess the delivery of program services.	Suwannee County School District, Department of Health-Suwannee	<p>The DOH - Suwannee and Suwannee District Schools each designate one person to be responsible for the coordination of planning, development, implementation and evaluation of the local school health program. The School Health Services Coordinators from DOH - Suwannee and Suwannee District Schools are the persons designated. Compliance is assured by the designated persons being in frequent communication and meeting on a regular basis to review Employee Activity Reports, daily health room log summaries, screening activities, scheduling and conducting annual sites visits (or as</p>



			needed), and any other matters pertaining to implementation of the school health program
	1f. Protocols for supervision of school health services personnel shall be described in the local school health services plan to assure that such services are provided in accordance with statutory and regulatory requirements and professional standards, and are consistent with the Nurse Practice Act.	Suwannee County School District, Department of Health-Suwannee	DOH- Suwannee, in collaboration with the SCSB School Health Coordinator will: (1) Provide oversight of the school health program and delivery of school health services as outlined in the School Health Services Plan and in accordance with Florida Statutes. (2) Assure that all nurses work within the scope of their practice and in accordance with the Florida Nurse Practice Act and be licensed as an RN/LPN in accordance with Chapter 464, Florida Statutes. (3). Assure that DOH-SUWANNEE school health staff is knowledgeable of competencies and performance evaluation tools. (4). Assure that DOH-SUWANNEE school health staff is knowledgeable of Florida Statutes related to student health and welfare. (5). Assure that DOH-SUWANNEE school health staff follow all SCSB District policies and procedures, including adherence to all applicable confidentiality laws, both federal and state governing school and health records. All Registered Nurses provide service in accordance with the Florida Nurse Practice Act; LPNs and unlicensed assistive personnel work under the supervision of a Registered Nurse
	1g. Decisions regarding medical protocols or standing orders in the delivery of school health services are the responsibility of the local CHD medical director in conjunction with district school boards, local school health advisory committees, the school district medical consultant if employed, and the student's private physician when applicable.	DOH-Suwannee SCSB, SHAC, Students' Private Physicians	Medical Protocols signed by the medical director of the DOH-Suwannee apply only to DOH-Suwannee school health personnel. No standing orders are in place from the DOH-Suwannee medical director for DOH-Suwannee or LSD school health personnel. Medical protocols used in the delivery of health services by SCSB and DOH-Suwannee employees are based on best practices, state statute, regulatory requirements and professional standards, input from local SHAC, and students' private physicians. The SCSB has no medical consultant.
	1h. Establish procedures for health services reporting in Health Management System (HMS) and the annual report, to include services provided by all partners.	Suwannee County School District, Department of Health-Suwannee	DOH-Suwannee employees input health services data into HMS; SCSB School Health Staff complete a monthly Employee Activity Report, which is input into HMS by a DOH-Suwannee School Health Employee.

	1i. Each School Health Advisory Committee (SHAC) should include members representing the eight components of the Centers for Disease Control and Prevention's Coordinated School Health (CSH) model. The SHAC is encouraged to address the eight CSH components in the school district's wellness policy.	Suwannee County School District, Department of Health-Suwannee	The Local SHAC strives to include members who represent the eight components of the Centers for Disease Control and Prevention's Coordinated School Health (CSH) model. The eight components are addressed in the SCSB Wellness Policy.
<b>2. Health Appraisal</b> s. 381.0056(4)(a)(1), F.S.	2a. Determine the health status of students.	Suwannee County School District, Department of Health-Suwannee	A nurse is scheduled to be on site daily at each of the seven public schools in Suwannee County to provide health appraisal for students seen in the school health clinic or referred by staff, parents, or the students themselves. Review of annual emergency information forms, immunizations, and physicals are done by school nurses to help determine the health status of students.
<b>3. Records Review</b> s. 381.0056(4)(a)(2), F.S. s.1003.22(1)(4) F.S.; Chapters: 64F-6.005(1), F.A.C., 64F-6.004(1)(a),F.A.C.	3a. Perform initial school entry review of student health records, to include school entry physical, immunization status (DH 680), cumulative health record, emergency information, etc.	Suwannee County School District, Department of Health-Suwannee	The school nurses perform initial school entry review of student health records to verify presence of: cumulative health record, school entry physical, immunization status (DH 680), emergency information, etc. The school nurses log all record reviews in the students' cumulative health records and note any health issues discovered during review of student records. Student health issues are also documented in FOCUS in students' individual health record and/or student treatment record. Any incomplete health records or emergency forms are tracked for completion. Each school nurse works with their school's registrar; previous school of enrollment; and/or the students' parents to try to obtain needed records for school entry and emergency information.
	3b. Emergency information card for each student should be updated each year.	Suwannee County School District, Department of Health-Suwannee	An Emergency Information and Health Update form is part of the annual enrollment packet. School nurses perform annual review of each student's emergency information and medical status. School nurses try everything possible to obtain an updated emergency information form/card for each student each year.

			School nurses work with teachers to aide in process of obtaining an information card.
<b>4. Nurse Assessment</b> s. 381.0056(4)(a)(3), F.S.; Chapters: 64F-6.001(6), F.A.C., 6A-6.0253, F.A.C., 6A-6.0252, F.A.C., 6A-6.0251, F.A.C.	4a. Perform school entry and periodic assessment of student's health needs.	Suwannee County School District, Department of Health-Suwannee	School nurses assess students' health needs by performing a record review on each new enrollee and an annual record review for returning students.
	4b. For day-to-day and emergency care of students with chronic or acute health conditions at school, the RN develops an individualized healthcare plan (IHP) and Emergency Care Plan (ECP).	Suwannee County School District, Department of Health-Suwannee	IHCPs and EAPS are developed according to guidelines outlined in the School Nurse Delegation Technical Assistance Guidelines and School Nursing.
<b>5. Nutrition Assessment</b> s. 381.0056(4)(a)(4), F.S.; Florida School Health Administrative Resource Manual, 2017	5a. Identify students with nutrition related problems and refer to an appropriate healthcare provider.	Suwannee County School District, Department of Health-Suwannee	School nurses identify students with nutrition related problems through: observing students for physical signs and other outward indications of nutrition related problems, performing growth and development screening(s) and nutritional assessment (s). School nurses also identify students with nutrition related problems based on information received from parents, teachers, staff, and student peers.
<b>6. Preventive Dental Program</b> s. 381.0056(4)(a)(5), F.S.	6a. Recommended services include: Minimally - age appropriate oral health education to all grades and referral system.	Suwannee County School District, Department of Health-Suwannee	There are presently no preventative dental services provided in Suwannee District Schools. School nurses arrange dental hygiene classes for elementary age students through local dental offices or educational videos. School nurses give a dental resource list to parents of students who need dental services.
<b>7. Health Counseling</b> s. 381.0056(4)(a)(10), F.S.	7a. Provide health counseling as appropriate.	Suwannee County School District, Department of Health-Suwannee	Each school nurse is responsible for providing and/or referring for identified counseling needs of students as identified through health appraisal and assessment

<b>8. Referral and Follow-up of Suspected and Confirmed Health Problems</b> s. 381.0056(4)(a)(11), F.S.	8a. Provide referral and a minimum of 3 documented attempts of follow-up for abnormal health screenings, emergency health issues, and acute or chronic health problems. Coordinate and link to community health resources.	Suwannee County School District, Department of Health-Suwannee	Referral and follow up of abnormal health screenings, emergency health issues, and acute or chronic health problems is done by each school nurse. Abnormal health screenings are first referred via a letter sent to parents by U.S. Mail. A minimum of three contacts via phone, letter, or face to face is made for failed screenings that are not completed by a health care provider. Emergency health issues or severe injuries are referred to 911 for transport to the nearest ER. Parents are notified ASAP of the 911 transport. Acute and chronic health problems that are not life threatening are referred for medical care by speaking in person or via telephone call to parents.
<b>9. Provisions for Screenings</b> s. 381.0056(4)(a)(6-9), F.S.; Chapter 64F-6.003(1-4), F.A.C.	9a. Provide screenings and a list of all providers. Screenings: (i) Vision screening shall be provided, at a minimum, to students in grades kindergarten, 1, 3 and 6 and students entering Florida schools for the first time in grades kindergarten – 5. (ii) Hearing screening shall be provided, at a minimum, to students in grades kindergarten, 1 and 6; to students entering Florida schools for the first time in grades kindergarten – 5; and optionally to students in grade 3. (iii) Growth and development screening shall be provided, at a minimum, to students in grades 1, 3 and 6 and optionally to students in grade 9. (iv) Scoliosis screening shall be provided, at a minimum, to students in grade 6.	Suwannee County School District, Department of Health-Suwannee	A screening team comprised of SCSD and DOH-Suwannee school health staff screens students per FS.

	9b. Obtain parent permission in writing prior to invasive screening, (e.g. comprehensive eye exam).	Suwannee County School District, Department of Health-Suwannee	N/A: Suwannee County School District does not perform invasive screenings.
	9c. Assist in locating referral sources for additional evaluation and/or treatment for students with abnormal screening results. Referral sources may include, but are not limited to, state contracted vision service providers (provided the student meets eligibility requirements), other service providers and local resources.	Suwannee County School District, Department of Health-Suwannee	Parents are provided a list of referral providers that includes local healthcare providers; children's specialty hospitals within driving distance, and state contracted vision service providers.
<b>10. Meeting Emergency Health Needs</b> ss. 381.0056(4)(a)(10), F.S., 1006.165, F.S.; Chapter 64F-6.004(1), F.A.C.; Emergency Guidelines for Schools, 2016 Florida Edition	10a. Ensure written health emergency policies and protocols are maintained and include minimum provisions.	Suwannee County School District, Department of Health-Suwannee	Per Ch. 64F-6.004(1), F.A.C. Policies, procedures and protocols for the management of health emergencies are kept electronically on the local school district's webpage.  A copy of The Emergency Guidelines for Schools is a resource in each clinic.
	10b. Ensure health room staff and two additional staff in each school are currently certified in cardiopulmonary resuscitation (CPR) and first aid and a list is posted in key locations.	Suwannee County School District, Department of Health-Suwannee	Each school nurse posts the names of persons at each site, who are currently CPR and or first aid certified at a minimum in the clinic, at AED location and the main office. The LEA pays for any school nurse who wishes to be a certified CPR /First Aid Instructor to be aligned with a local training center.
	10c. Assist in the planning and training of staff responsible for emergency situations.	Suwannee County School District, Department of Health-Suwannee	School nurses assist in planning for emergency situations by notifying school administrators and teacher of students who have IHCPs and EAPS. School nurses train staff responsible for care of students who have IHCPs and EAPS in emergency situations. School Nurses also work with the LEA administrators to maintain at least two additional staff certified in CPR and First Aid. School Staff work collaboratively with

			LEA Administrators to develop emergency response plan.
	10d. The school nurse shall monitor adequacy and expiration of first aid supplies, emergency equipment and facilities.	Suwannee County School District, Department of Health-Suwannee	School nurses, school health staff, PE staff (who are responsible for an AED), and office staff (where/when no health staff available) monitor AEDs and document condition of AED. Non-functioning AEDs are reported to LEA School Health Coordinator. First Aid supplies, equipment, and facilities are monitored frequently by school health staff.
	10e. The school principal (or designee) shall assure first aid supplies, emergency equipment, and facilities are maintained.	Suwannee County School District	Each school nurse is provided with an annual health supply budget that is furnished by the LEA. School nurses are free to order supplies and equipment as the budget allows and the LEA School Health Coordinator and Principal approve. Facilities maintenance is funded through each principal's' school site budget.
	10f. All injuries and episodes of sudden illness referred for emergency health treatment shall be documented and reported immediately to the principal or the person designated by the principal or the acting principal.	Suwannee County School District, Department of Health-Suwannee	The school nurses complete the portion of the SCSB Accident/Incident Form that pertains to treatment (if any rendered by SH staff) and submits to the principal and Finance dept. SCSB Accident/Incident Form is completed for those injuries that require or may require medical treatment; person witnessing the event is responsible for completing the form. Principals, Superintendent, and LEA School Health Coordinator are notified via phone call/in person by school nurse when 911 call is made to their designated school. All injuries and episodes of sudden illness treated by the school nurse is documented students' health record in FOCUS.
	10g. It is the responsibility of each school that is a member of the Florida High School Athletic Association to: 1) have an operational automatic external defibrillator (AED), 2) ensure employees expected to use the AED obtain appropriate training, and 3) register the AEDs with the county emergency medical services director.	Suwannee County School District, Department of Health-Suwannee	SCSB School Health Coordinator purchases AEDs and supplies with LEA funds and registers the AEDS with the local EMS Medical Director. SCSB School Health Coordinator along with the local EMS. Director or their designee, make annual site visits to install any AED computer chip updates, audit supplies and completed daily AED checklists. The SCSB Athletic Director ensures appropriate training is provided to those employees expected to use the AED. SHS and BHS have an AED that is carried to every home FHSAA event by the Athletic Directors. The Athletic Directors are responsible for maintaining the AED.
<b>11. Assist in Health Education Curriculum</b> s. 381.0056(4)(a)(13), F.S.	11a. Collaborate with schools, health staff and others in health education curriculum development.	Suwannee County School District, Department of Health-Suwannee	SHAC, SCSB and DOH-Suwannee Coordinators are available to collaborate as requested by LEA.

<b>12. Refer Student to Appropriate Health Treatment</b> s. 381.0056(4)(a)(14), F.S.	12a. Use community or other available referral resources. Assist in locating referral sources for Medicaid eligible, uninsured and underinsured students.	Suwannee County School District, Department of Health-Suwannee	School Staff and School Nurses will utilize developed community resource list and other available referral resources as appropriate. Responsible parties will work collaboratively to identify additional resources above and beyond those listed in the developed community resource list. These resources include but are not limited to Shands, Gainesville, Nemours and Wolfson's Children's Hospitals.
<b>13. Consult with parents or guardian regarding student's health issues</b> s. 381.0056(4)(a)(15), F.S.; Chapter 64F-6.001(1), F.A.C.	13a. Provide consultation with parents, students, staff and physicians regarding student health issues.	Suwannee County School District, Department of Health-Suwannee	School administrators, school nurses, guidance counselors, school health coordinators, teachers consult with parents, students, staff, and physicians as needed regarding student health issues or suspected health issues to aid in development of IHCP, EAPS, IEPS, and share resource information.
<b>14. Maintain Health-Related Student Records</b> ss. 381.0056(4)(a)(16), F.S., 1002.22, F.S.; Chapter 64F-6.005(1)(2), F.A.C.	14a. Maintain a cumulative health record for each student that includes required information.	Suwannee County School District, Department of Health-Suwannee	School nurses maintain cumulative health records for every student. Cumulative health records include required information per Ch. 64F-6.005 (1), F.A.C. Maintenance of Record to include: (a) Immunization status and certification; (b) Screening tests, results, follow-up and corrective action; (c) Health examination report
<b>15. Nonpublic School Participation</b> ss. 381.0056(5)(a)(18), F.S., 381.0056(5)(a)-(g), F.S.	15a. Notification to the local nonpublic schools of the school health services program, allowing the nonpublic school to request participation in the school health services program provided they meet requirements.	Department of Health-Suwannee	At the beginning of each new school year, the DOH-Suwannee School Health Coordinator will notify private schools in writing via U.S.Mail of the opportunity to participate in the school health services program. The notification letter will outline the services available (to the private schools), and give them an opportunity of participate in the development of the cooperative health services plan. The private school must meet requirements as addressed in MOA between DOH and private school.
<b>16. Provision of Health Information for Exceptional Student Education (ESE) Program Placement</b> s. 381.0056(4)(a)(17), F.S.; Chapters 6A-6.0331, F.A.C., 64F-6.006, F.A.C.	16a. Provide relevant health information for ESE staffing and planning.	Suwannee County School District, Department of Health-Suwannee	School Health Staff will gather and provide relevant health information for ESE staffing and planning as requested per ESE staff to include provision for a current screening for vision and hearing and a review of the student health records to ensure that physical health problems are considered in such placements. School nurses are to be invited to attend all ESE Staffing's to provide input and signature if health services are part of the IEP.

<b>17. The district school board shall provide in-service health training for school personnel</b> s. 381.0056(6)(b), F.S.; Chapter 64F-6.002, F.A.C.	17a. Please list providers of in service health training for school personnel.	Suwannee County School District, Department of Health-Suwannee	General awareness information re: Asthma, Diabetes, Epilepsy/Seizure Disorders, Life threatening allergies, and Epi-Pens is made available to all school personnel via online Safe Schools Training. Child specific training is provided by school nurses and/or school health coordinator.
<b>18. The district school board shall include health services and health education as part of the comprehensive plan for the school district</b> s. 381.0056(6)(a), F.S.; Chapter 64F-6.002, F.A.C.	18a. School-based health services are provided to public school children in grades pre-kindergarten through 12.	Suwannee County School District, Department of Health-Suwannee	School-based health services are provided to public school children in grades pre-kindergarten through twelve.
<b>19. The district school board shall make available adequate physical facilities for health services</b> s. 381.0056(6)(c), F.S.; State Requirements for Educational facilities, 2014 and/or State Requirements for Existing Educational Facilities 2014	19a. Health room facilities in each school will meet DOE requirements.	Suwannee County School District, Department of Health-Suwannee	SCSB School Site Principal and District Facilities Director will work collaboratively to ensure health room facilities in each school will meet DOE requirements. (State Requirements for Educational Facilities, December 2012) School Nurses will notify school administrators of any compliance issues they discover.
<b>20. The district school board shall, at the beginning of each school year, provide parents with information concerning ways that they can help their children to be physically active and eat healthy foods</b> s. 381.0056(6)(d), F.S.	20a. List programs and/or resources to be used.	Suwannee County School District, Department of Health-Suwannee	<a href="http://students.fueluptoplay60.com/demo/tracker">http://students.fueluptoplay60.com/demo/tracker</a> ; <a href="http://www.mypyramid.gov">www.mypyramid.gov</a> ; <a href="http://www.nutritionexplorations.org/kids/activities-main.asp">http://www.nutritionexplorations.org/kids/activities-main.asp</a> SCSB Food Service provides healthy eating information on the monthly menus; posts information on bulletin boards located in cafeterias; school nurses provide bulletin boards with healthy eating and physical activity information; school administration sends home monthly parent bulletins that include information on ways to be physically active, and prepare healthy meals. SCSB health and food service web sites will include information concerning ways parents can help their children be physically active and eat healthful foods when these sites are completed. DOH-Suwannee School Health Coordinator presents Healthy Lifestyle curriculum to eligible students.



<p><b>21. The district school board shall inform parents or guardians in writing at the beginning of each school year of the health services provided</b> s. 381.0056(6)(e), F.S.</p>	<p>21a. Provide the opportunity for parents or guardians to request an exemption in writing.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>Mandatory Health Screenings/services are explained in the Code of Conduct with directions for "opt out".</p>
<p><b>22. The presence of any of the communicable diseases for which immunization is required by the Department of Health in a Florida public or private school shall permit the county health department director or administrator or the State Health Officer to declare a communicable disease emergency</b> s. 1003.22(9), F.S.; Chapter 64F-6.002(2)(d), F.A.C.</p>	<p>22a. The school health plan shall include communicable disease policies. Note: Policies need to provide for interagency coordination during suspected or confirmed disease outbreaks in schools.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>School nurses are provided with a list of reportable diseases by SCSB/DOH-Suwannee School Health Coordinator School nurses maintain a daily health services log of all student and staff visits. If a student or staff member is suspected of having a reportable disease, it is reported to DOH-Suwannee EpiNurse by the school nurse.</p>
<p><b>23. Each district school board shall include in its approved school health services plan a procedure to provide training, by a registered nurse, a licensed practical nurse, a physician or a physician assistant (pursuant to chapter 458 or 459), to the school personnel designated by the school principal to assist students in the administration of prescribed medication</b> s. 1006.062(1)(a), F.S.</p>	<p>23a. Include provisions in the procedure for general and student-specific administration of medication training.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>School Nurses (R.N.s), provide general, annual training and periodic monitoring to at least two school staff who are designated by the principal to provide oral, topical, or inhaled medication administration. Additionally, the school nurse provides or arranges for child specific medication administration training and periodic monitoring of trained staff on a child by child basis for students who may require medication administration that is child specific.</p>

<p><b>24. Each district school board shall adopt policies and procedures governing the administration of prescription medication by district school board personnel s.</b> 1006.062(1)(b), F.S.; Chapter 64B9-14, F.A.C.</p>	<p>24a. The school district medication policy will address the use of designated school staff for medication administration and be consistent with delegation practices.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>The district policy addresses the use of designated school staff for medication administration and is consistent with delegation practices per Ch. 64B9-14, FAC. School Nurses provide annual training and periodic monitoring to at least two school staff who are designated by the principal to provide medication administration. Additionally, the school nurse provides or arranges for child specific medication administration training and periodic monitoring on a child by child basis.</p>
<p><b>25. Students with asthma whose parent and physician provide approval may carry a metered dose inhaler on their person while in school</b> s. 1002.20(3)(h), F.S.; National Association of School Nurses (NASN) Position Statement, The Use of Asthma Recue Inhalers in the School Setting</p>	<p>25a. Develop and implement an Individualized Healthcare Plan (IHP) and Emergency Action Plan (EAP) to ensure safe use of inhaler by student.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>Authorization for Administration of Medication must be signed by prescribing physician and parent(s). To ensure safe use of inhalers by students, school nurses develop IHCPs and EAPs for each student who has asthma and requires the use of an inhaler. SCSB Policy sets guidelines for student with asthma to carry MDI while in school.</p>
<p><b>26. A student who is at risk for life-threatening allergic reactions may carry an epinephrine auto-injector and self-administer while in school, school-sponsored activities, or in transit if written parental and physician authorization has been provided</b> s. 1002.20(3)(i), F.S.; Chapters 6A-6.0251, F.A.C., 64F-6.004(4), F.A.C.; Saving Lives at School Anaphylaxis and Epinephrine School Nurse and Handbook for Connection Cards, NASN;</p>	<p>26a. For students with life threatening allergies, the RN shall develop an annual IHP that includes an EAP, in cooperation with the student, parent/guardians, physician, and school staff. The IHP shall include child-specific training to protect the safety of all students from the misuse or abuse of auto-injectors. The EAP shall direct that 911 will be called immediately for an anaphylaxis event and have a plan of action for when the student is unable to perform self-administration of the epinephrine auto-injector.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>To ensure safe use of epinephrine auto injectors by students who may carry one, school nurses develop IHCPs and EAPs for each student who has life threatening allergies and requires the use of an epinephrine auto injector. IHCPs and EAPS direct staff to call 911 immediately for an anaphylaxis event. If the student is unable to self-administer, there are at least two trained staff members available to administer the epinephrine auto injector.</p>

NASN Position Statement on Rescue Medications in School; Students with Life-Threatening Allergies, 2017 Updated Guidance			
<b>27. A public school may purchase a supply of epinephrine auto-injectors from a wholesale distributor or manufacturer as defined in s. 499.003, F.S. for the epinephrine auto-injectors at fair-market, free, or reduced prices for use in the event a student has an anaphylactic reaction. The epinephrine auto-injectors must be maintained in a secure location on the public school's premises. The participating school district shall adopt a protocol developed by a licensed physician for the administration by school personnel who are trained to recognize an anaphylactic reaction and to administer an epinephrine auto-injection s. 1002.20(3)(i)(2), F.S.</b>	27a. If the school district has chosen to maintain supplies of epinephrine auto-injectors, a standing order and written protocol has been developed by a licensed physician and is available at all schools where the epinephrine auto-injectors are stocked.	N/A	N/A
<b>28. Educational training programs required by this section must be conducted by a nationally recognized organization experienced in training laypersons in emergency health treatment</b>	28a. Ensure that school staff that are designated by the principal (in addition to school health staff in the school clinic) to administer stock epinephrine auto-injectors (not prescribed to an individual student) are trained by a nationally recognized organization experienced in	N/A	N/A

<p>or an entity or individual approved by the department. The curriculum must include at a minimum: (a) Recognition of the symptoms of systemic reactions to food, insect stings, and other allergens; and (b) The proper administration of an epinephrine auto-injector s. 381.88, F.S.</p>	<p>training laypersons in emergency health treatment or an entity approved by the Department of Health.</p>		
<p><b>29. Students with diabetes that have physician and parental approval may carry their diabetic supplies and equipment and self-manage their diabetes while en-route to and from school (bus), in school or at school sponsored activities. The written authorization shall identify the diabetic supplies, equipment and activities the student is capable of performing without assistance for diabetic self-management, including hypoglycemia and hyperglycemia</b> s. 1002.20(3)(j), F.S.; Chapter 6A-6.0253, F.A.C.; NASN position statement, Diabetes Management in the School Setting</p>	<p>29a. Maintain a copy of the current physician's diabetes medical management plan, and develop and implement an IHP and ECP to ensure safe self-management of diabetes.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>Diabetes Medical Management Plan, Authorization for Medication Administration, and Medical Procedures must be signed by prescribing physician and parent(s), To ensure safe self-management of students who have diabetes, school nurses develop IHCPs and EAPs. SCSB Policy sets guidelines for students with diabetes who carry diabetic supplies and equipment and self-manage their diabetes while en route to and from school (bus), in school, or at school sponsored activities.</p>
<p><b>30. A student who has experienced or is at risk for pancreatic insufficiency or</b></p>	<p>30a. Develop and implement an IHP and ECP for management of the conditions requiring pancreatic enzyme</p>	<p>Suwannee County School District,</p>	<p>To ensure safe, self-management of students who have conditions requiring pancreatic enzyme supplements, school nurses develop IHCPs and</p>

<p><b>who has been diagnosed as having cystic fibrosis may carry and self-administer a prescribed pancreatic enzyme supplement while en-route to and from school (bus), in school or at school sponsored activities if the school has been provided with authorization from the student's parent and prescribing practitioner</b> s. 1002.20(3)(j), F.S.; Chapter 6A-6.0252, F.A.C.</p>	<p>supplements and to ensure that the student carries and self-administers such supplements as prescribed by the physician.</p>	<p>Department of Health-Suwannee</p>	<p>EAP/ECPs. SCSB Policy sets guidelines for students who have permission to self-administer a pancreatic enzyme while en route to and from school (on the bus), in school, or at school sponsored events.</p>
<p><b>31. Nonmedical assistive personnel shall be allowed to perform health-related services upon successful completion of child specific training by a registered nurse or advanced registered nurse practitioner, physician or physician assistant</b> s. 1006.062(4), F.S.; Chapters: 64B9-14.002(3), F.A.C., 64B9-14, F.A.C.; Technical Assistance Guidelines - The Role of the Professional School Nurse in the Delegation of Care in Florida Schools (Rev. 2010).</p>	<p>31a. Document health related child-specific training by an RN for delegated staff. The delegation process shall include communication to the UAP which identifies the task or activity, the expected or desired outcome, the limits of authority, the time frame for the delegation, the nature of the supervision required, verification of delegate's understanding of assignment, verification of monitoring and supervision. The documentation of training and competencies should be signed and dated by the RN and the trainee.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>School nurses (R.N.s) will provide and document health related, child specific training to delegated UAP per s.1006.062 (4). F.S. Skills and competency checklists will be used to verify the UAP understanding of the task or activity, desired outcome, limits of authority, the time frame of delegation, and the nature of supervision required. Periodic monitoring will be done by the school nurse to verify ongoing competencies or need for additional training.</p>
	<p>31b. Use of nonmedical assistive personnel shall be consistent with delegation practices per requirements.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>Each school nurse is provided with DOH Technical Assistance Guideline "The Role of the Professional School Nurse in the Delegation of Care in Florida Schools". Use of nonmedical assistive personnel is consistent with delegation practices per Ch. 64B9-14, FAC and per the Technical Assistance Guidelines - The Role of the Professional School Nurse in the Delegation of Care in Florida Schools.</p>

<p><b>32. Pursuant to the provisions of Chapter 435, any person who provides services under a school health services plan pursuant to s. 381.0056, F.S. must meet level 2 screening requirements as described in s. 435.04, F.S. A person may satisfy the requirements of this subsection by submitting proof of compliance with the requirements of level 2 screening conducted within 11 months before the date that person initially provides services under a school health services plan.</b> ss. 381.0059, F.S., 1011.465, F.S.</p>	<p>32a. Collaborate with school district to ensure district background screening policies do not result in duplicate or conflicting background screening requirements for staff providing school health services.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>To avoid duplication or conflicting background screening, DOH-Suwannee provides annually, a list of HD employees who have had Level 2 background screening to the Suwannee County Superintendent of Schools.</p>
<p><b>33. Immediate notification to a student's parent, guardian, or caregiver if the student is removed from school, school transportation, or a school-sponsored activity and taken to a receiving facility for an involuntary examination pursuant to s. 394.463, F.S. including the requirements established under</b> ss. 1002.20(3)(j), F.S., 1002.33(9), F.S., 381.0056(4)(a)(19), F.S.</p>	<p>33a. The school health services plan shall include policies and procedures for implementation.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>The SCSB/Charter school's principal or the principal's designee shall immediately notify the parent of a student who is removed from school, school transportation, or a school sponsored activity and taken to a receiving facility for an involuntary examination pursuant to s. 394.463. The principal or the principal's designee may delay notification for no more than 24 hours after the student is removed if the principal or designee deems the delay to be in the student's best interest and if a report has been submitted to the central abuse hotline, pursuant to s. 39.201, based upon knowledge or suspicion of abuse, abandonment, or neglect.</p>

**PART II: COMPREHENSIVE SCHOOL HEALTH SERVICES (CSHSP)**

<b>References/Resources</b>	<b>Program Standards</b>	<b>Local Agency(s) Responsible</b>	<b>Local Implementation Strategy &amp; Activities</b>
<b>34. The services provided by a comprehensive school health program must focus attention on promoting the health of students, reducing risk-taking behavior, and reducing teen pregnancy. Services provided under this section are additional and are intended to supplement, rather than supplant, basic school health services</b> ss. 381.0057(6), F.S., 743.065, F.S.	34a. Provide in-depth health management, interventions and follow-up through the increased use of professional school nurse staff.	Suwannee County School District, Department of Health-Suwannee	DOH-Suwannee School Health Services Coordinator, LPN, and SH Aide will be available to assist the school nurses so they can provide in-depth health management, interventions, and follow-up on a case by case basis as needed/required.
	34b. Provide health activities that promote healthy living in each school.	Suwannee County School District, Department of Health-Suwannee	DOH-Suwannee School Health Services Coordinator, LPN, and SH Aide are available to assist the school nurses in providing activities that promote healthy living. The school nurses plan, coordinate, and/or deliver various health education classes throughout the year that promote the health of students.
	34c. Provide health education classes.	Suwannee County School District, Department of Health-Suwannee	DOH-Suwannee School Health Services Coordinator, LPN, and SH Aide are available to assist the school nurses in providing activities that promote healthy living. The school nurses plan, coordinate, and/or deliver various health education classes throughout the year that promote the health of students.
	34d. Provide or coordinate counseling and referrals to decrease substance abuse.	Suwannee County School District, Department of Health-Suwannee	Students identified as at risk will be referred to school guidance counselors and/or local mental health providers available to students at no cost.
	34e. Provide or coordinate counseling and referrals to decrease the incidence of suicide attempts.	Suwannee County School District, Department of Health-Suwannee	School nurses will refer at risk students to the school guidance counselors and/or local mental health providers available to students at no cost.
	34f. Provide or coordinate health education classes to reduce the incidence of substance abuse, suicide attempts and other high-risk behaviors.	Suwannee County School District, Department of Health-Suwannee	School Nurses plan, coordinate, and/or deliver various health education classes and activities throughout the year that are aimed at reducing the incidence of substance abuse, suicide attempts, and other high risk behaviors.
	34g. Identify and provide interventions for students at risk for early parenthood.	Suwannee County School District, Department of Health-Suwannee	School staff maintain open communication with students and other staff members. School staff are trained in procedure to refer students to guidance and/or school nurse, who exhibit behaviors indicative of risk for early parenthood.

			School health and guidance staff provide individual counseling, education, and community resource information to identified students. School nurses coordinate referral to DOH-Suwannee Healthy Start Program for identified pregnant teens. Guidance Counselors provide students with assistance in credit retrieval, graduation options, TAPP, and mentoring services. TAPP provides daycare for babies of teen parents.
	34h. Provide counseling and education of teens to prevent and reduce involvement in sexual activity.	Suwannee County School District, Department of Health-Suwannee	School staff maintain open communication with students and other staff members. School staff are trained in procedure to refer students to guidance and/or school nurse, who exhibit behaviors indicative of involvement in sexual activity. School nurse and teachers plan, coordinate, and/or deliver various educational activities throughout the year that aim to reduce teen pregnancy.
	34i. Collaborate with interagency initiatives to prevent and reduce teen pregnancy.	Suwannee County School District, Department of Health-Suwannee	Provide school health staff and guidance counselors with Healthy Start and Family Planning Services information. Annual Teen Health Fairs provide opportunities for students to talk to community agencies that strive to reduce teen pregnancy and prevent risky behaviors.
	34j. Facilitate the return to school after delivery and provide interventions to decrease repeat pregnancy.	Suwannee County School District, Department of Health-Suwannee	Utilize pregnancy and birth tracking tool, assist with teen parents and babies in obtaining medical care if needed; provide TAPP information to teen parents and their families re: provision of childcare and assistance with credits and class scheduling; refer teen parents to Healthy Start
	34k. Refer all pregnant students who become known to staff for prenatal care and Healthy Start services.	Suwannee County School District, Department of Health-Suwannee	Provide all pregnant students known to staff to Healthy Start, WIC and prenatal services.

### PART III: HEALTH SERVICES FOR FULL SERVICE SCHOOLS (FSS)

References/Resources	Program Standards	Local Agency(s) Responsible	Local Implementation Strategy & Activities
35. The State Board of Education and the	35a. Designate full-service schools based on demographic evaluations.	Suwannee County School District,	Five of Suwannee County's seven schools have been designated Full Service (Suwannee Primary, Suwannee Elementary, Suwannee Intermediate,



<b>Department of Health shall jointly establish full-service schools (FSS) to serve students from schools that have a student population at high risk of needing medical and social services</b> s. 402.3026(1), F.S.		Department of Health-Suwannee	Suwannee Middle, and Branford Elementary). This designation has been based on the need for additional nursing services to work with the medically and socially underserved. This has been approved by DOH School Health Services Program Office.
	35b. Provide nutritional services.	Suwannee County School District, Department of Health-Suwannee	UF/IFAS provides nutrition classes and gardening to second and third graders.
	35c. Provide basic medical services.	Suwannee County School District, Department of Health-Suwannee	All clinics have a full-time Registered Nurse with extra support provided by DOH.
	35d. Provide referral to dependent children (Temporary Assistance to Needy Families (TANF)).	Suwannee County School District, Department of Health-Suwannee	School Health refers to external resources as needed.
	35e. Provide referrals for abused children.	Suwannee County School District, Department of Health-Suwannee	Report to DCF and SRO as needed.
	35f. Provide specialized services as an extension of the educational environment that may include: nutritional services, basic medical services, aid to dependent children, parenting skills, counseling for abused children, counseling for children at high risk for delinquent behavior and their parents, and adult education.	Suwannee County School District, Department of Health-Suwannee	School Health refers to external resources as needed, summer food program.
	35g. Develop local agreements with providers and/or partners for in-kind health and social services on school grounds.	Suwannee County School District, Department of Health-Suwannee	Local providers are involved in special education, teen health fairs, and mentoring.

INTERLOCAL AGREEMENT  
FOR  
EMERGENCY SHELTERS  
IN SUWANNEE COUNTY

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

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

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

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

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

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

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

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

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

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

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

6. Throughout the year the School Board shall work cooperatively with the County to enhance the sheltering operations.
  - a. The School Board will provide core shelter staff that will include administration, custodial, and food service personnel. In addition, district support teams from Information Services, Transportation, Maintenance and Custodial may be required.
7. In the event a state of local emergency is declared by the County:
  - a. The Suwannee County Director of Emergency Management or his designee shall notify the School Board Superintendent of the declaration of a state of local emergency.
  - b. The School Board shall, in a manner consistent with the County's Emergency Plan, render assistance to the County.
  - c. The Suwannee County Director of Emergency Management or his designee shall coordinate the activities and services included in the Emergency Plan, pursuant to Section 252.38, *Florida Statutes*.
  - d. Every attempt will be made to have a law enforcement or school safety officer present before opening a shelter. If one is not available a school administrator will be present before opening.
  - e. In order to support shelter operations, the School Board shall provide a liaison in the emergency operations center or a direct contact, during the time shelters in schools are open.
8. For the duration of such emergency, all School Board employees shall remain employees of the School Board for the purpose of maintaining medical and workers compensation insurance.

9. The County shall reimburse the School Board for reasonable and necessary actual costs incurred by the School Board for overtime wages, including mandatory benefits, paid to School Board employees while assisting the County during a state of local emergency declared pursuant to Section 252.38 (5), *Florida Statutes*. Reimbursement shall be made in a lump sum amount and shall be conditioned upon the School Board providing the County with the individual time records of said employees along with FEMA ICS – 214 Form for each person. In addition, the School Board agrees to provide the County with all necessary documentation in the School Board’s control or possession, to enable the County to be reimbursed from other sources. Failure of School Board to cooperate and provide documentation within applicable FEMA or other reimbursement deadlines waives School Board’s right to reimbursement.
10. The County shall reimburse the School Board for reasonable and necessary actual costs incurred by the School Board for all reimbursement eligible supplies and materials utilized for the operation of a shelter while assisting the County during a state of local emergency declared pursuant to Section 252.38(5), *Florida Statutes*. Reimbursement shall be made in a lump sum amount and shall be conditioned upon the School Board providing the County with itemized records of said costs. In addition, the School Board agrees to provide the County with all necessary documentation in the School Board’s control or possession, to enable the County to be reimbursed from other sources. Payment shall be made to the School within 30 days, or as soon as possible. Failure of School Board to cooperate and provide documentation within applicable FEMA or other reimbursement deadlines waives School Board’s right to reimbursement.
11. The School Board shall provide annual training for all staff members involved with shelter operations. Those staff members will include all primary and back-up staff members that could potentially be assigned to a shelter or involved with shelter operations. If requested by the District, the County shall assist with or take the lead in providing training to the District’s shelter operation teams. The School Board and the County agree that the County may deem it necessary, after the first twenty four (24) hours to supplement shelter staff with trained county employees, and/or CERT (Community Emergency Response Team) members allowing some School Board staff to be released from duty.
12. The County and the School Board agree that the County may designate one school specifically for Special Needs clients which will be staffed by the Suwannee County Department of Health.
13. This Agreement shall at all times be subordinate to the authority of the State Division of Emergency Management to make available any equipment, services, or facilities pursuant to Section 252.42, *Florida Statutes*, and to the plans of the Federal

Government and the State of Florida acting through the State Division of Emergency Management.

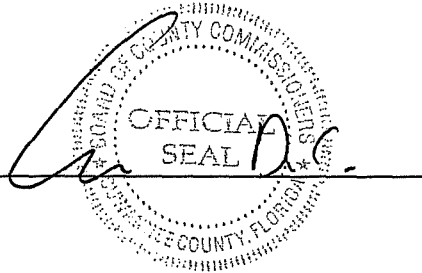
14. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement, and to avail itself of all remedies available to it arising at law or in equity for the breach of this Agreement. Remedies are mutually available and include damages and specific performance, as appropriate.
15. The term of this Interlocal Agreement shall be for a period of six months. After six months both parties will make a unified decision to make any agreed upon changes. If no changes then the term may be extended for an additional 1 year upon mutual agreement by the Board of County Commissioner and Suwannee County School Board. The agreement will automatically renew each year unless either party makes known needed changes.
16. Pursuant to Section 163.01 (11), *Florida Statutes*, this Agreement, executed by the parties hereto, shall be effective immediately upon filing with the Clerk of the Circuit Court of Suwannee County.

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

ATTEST:

SUWANNEE COUNTY

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



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

*[Handwritten Signature]*

ATTEST:

SUWANNEE COUNTY

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

Ted Roush, Superintendent  
School District of Suwannee County

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

Jerry Taylor, Chairman  
Suwannee County School Board

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

Leonard J. Dietzen, III

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

INTERLOCAL AGREEMENT FOR  
EMERGENCY SHELTERS  
IN SUWANNEE COUNTY

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

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

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

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

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

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

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

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

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

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



~~5. All School Board facilities, equipment, materials and personnel are authorized to assist the County for the duration of any state of declared local emergency.~~

6. Throughout the year the School Board shall work cooperatively with the County to enhance the sheltering operations.

**(Replaces SCSB 2018-119)**

- a. The School Board will provide core shelter staff that will include administration, custodial, and food service personnel. In addition, district support teams from Information Services, Transportation, Maintenance, and Custodial may be required.

7. In the event a state of local emergency is declared by the County:

- a. The Suwannee County Director of Emergency Management or his designee shall notify the School Board Superintendent of the declaration of a state of local emergency.
- b. The School Board shall, in a manner consistent with the County's Emergency Plan, render assistance to the County.
- c. The Suwannee County Director of Emergency Management or his designee shall coordinate the activities and services included in the Emergency Plan, pursuant to Section 252.38, *Florida Statutes*.
- d. Every attempt will be made to have a law enforcement or school safety officer present before opening a shelter. If one is not available a school administrator will be present before opening.
- e. In order to support shelter operations, the School Board shall provide a liaison in the emergency operations center or a direct contact, during the time shelters in schools are open.

- ~~8-8.~~ For the duration of such emergency, all School Board employees shall remain employees of the School Board for the purpose of maintaining medical and workers compensation insurance.

(Replaces SCSB 2018-119)

9. The County shall reimburse the School Board for reasonable and necessary actual costs ~~to-incurred by~~ the School Board for overtime wages, including mandatory benefits, paid to School Board employees while assisting the County during a state of local emergency declared pursuant to Section 252.38 (5), *Florida Statutes*. Reimbursement shall be made in a lump sum amount and shall be conditioned upon the School Board providing the County with the individual time records of said employees along with FEMA ICS - 214 ~~form~~ Form for each person. In addition, the School Board agrees to provide the County with all necessary documentation in the School Board's control or possession, to enable the County to be reimbursed from other sources. Failure of School Board to cooperate and provide documentation within applicable FEMA or other reimbursement deadlines waives School Board's right to reimbursement.

(Replaces SCSB 2018-119)

10. The County shall reimburse the School Board for reasonable and necessary actual costs ~~to-incurred by~~ the School Board for all reimbursement eligible supplies and ~~eligible materials~~ utilized for the operation of a shelter while assisting the County during a state of local emergency declared pursuant to Section 252.38(5), *Florida Statutes*.— Reimbursement shall be made in a lump sum amount and shall be conditioned upon the School Board providing the County with itemized records of said costs. In addition, the School Board agrees to provide the County with all necessary documentation in the School Board's control or possession, to enable the County to be reimbursed from other sources. Payment shall be made to the School within 30 days, or as soon as possible. Failure of School Board to cooperate and provide documentation within applicable FEMA or other reimbursement deadlines waives School Board's right to reimbursement.

11. The School Board shall provide annual training for all staff members involved with shelter operations. Those staff members will include all primary and back-up staff ~~members that could potentially be assigned to a shelter or involved with shelter operations. If requested by the District, the County shall assist with or take the lead in providing training to the District's shelter operation teams.~~ The School Board and the County agree that the County may deem it necessary, after the first twenty four (24) hours to supplement shelter staff with trained county employees, and/or CERT (Community Emergency Response Team) members allowing some School Board staff to be released from duty.

12. The County and the School Board agree that the County may designate one school specifically for Special Needs clients which will be staffed by the Suwannee County

# INFO ONLY

Department of Health.

13. This Agreement shall at all times be subordinate to the authority of the State Division of Emergency Management to make available any equipment, services, or facilities pursuant to Section 252.42, *Florida Statutes*, and to the plans of the Federal

INFO ONLY

# INFO ONLY

(Replaces SCSB 2018-119)

Government and the State of Florida acting through the State Division of Emergency Management.

14. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement, and to avail itself of all remedies available to it arising at law or in equity for the breach of this Agreement. Remedies are mutually available and include damages and specific performance, as appropriate.

15. The term of this Interlocal Agreement shall be for a period of six months. After six months both parties will make a unified decision to make any agreed upon changes. If no changes then the term may be extended for an additional 1 year upon mutual agreement by the Board of County Commissioners Commissioner and Suwannee County School Board. The agreement will automatically renew each year unless either party makes known needed changes.

(Replaces SCSB 2018-119)

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

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

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

SUWANNEE COUNTY

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

ATTEST:

SUWANNEE COUNTY

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

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

16.

Ted Roush, Superintendent School  
District of Suwannee County  
Jerry Taylor, Chairman Suwannee  
County School Board

# INFO ONLY

Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	7/31/2018 8:43:39 AM
Comparison Time	1.56 seconds
compareDocs version	v4.2.300.9

Sources	
Original Document	\\HomeDirs01\Users\$\cduquette\_My Settings\Desktop\Compare Contract\SCSB 2019-56 EMERGENCY SHELTER INTERLOCAL AGREEMENT (change.pdf
Modified Document	\\HomeDirs01\Users\$\cduquette\_My Settings\Desktop\Compare Contract\SCSB 2019-56 Interlocal Agmt. Emergency Shelters (Co Comm B.pdf

Comparison Statistics	
Insertions	19
Deletions	12
Changes	9
Moves	0
TOTAL CHANGES	40

Word Rendering Set Markup Options	
Name	Standard
Insertions	
Deletions	
Moves / Moves	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	Color only.
Changed lines	Mark left border.
Comments color	By Author.
Balloons	False

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

## CHAPTER 3.00 - SCHOOL ADMINISTRATION

### ADMINISTRATIVE ORGANIZATION

3.05\*

#### 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.

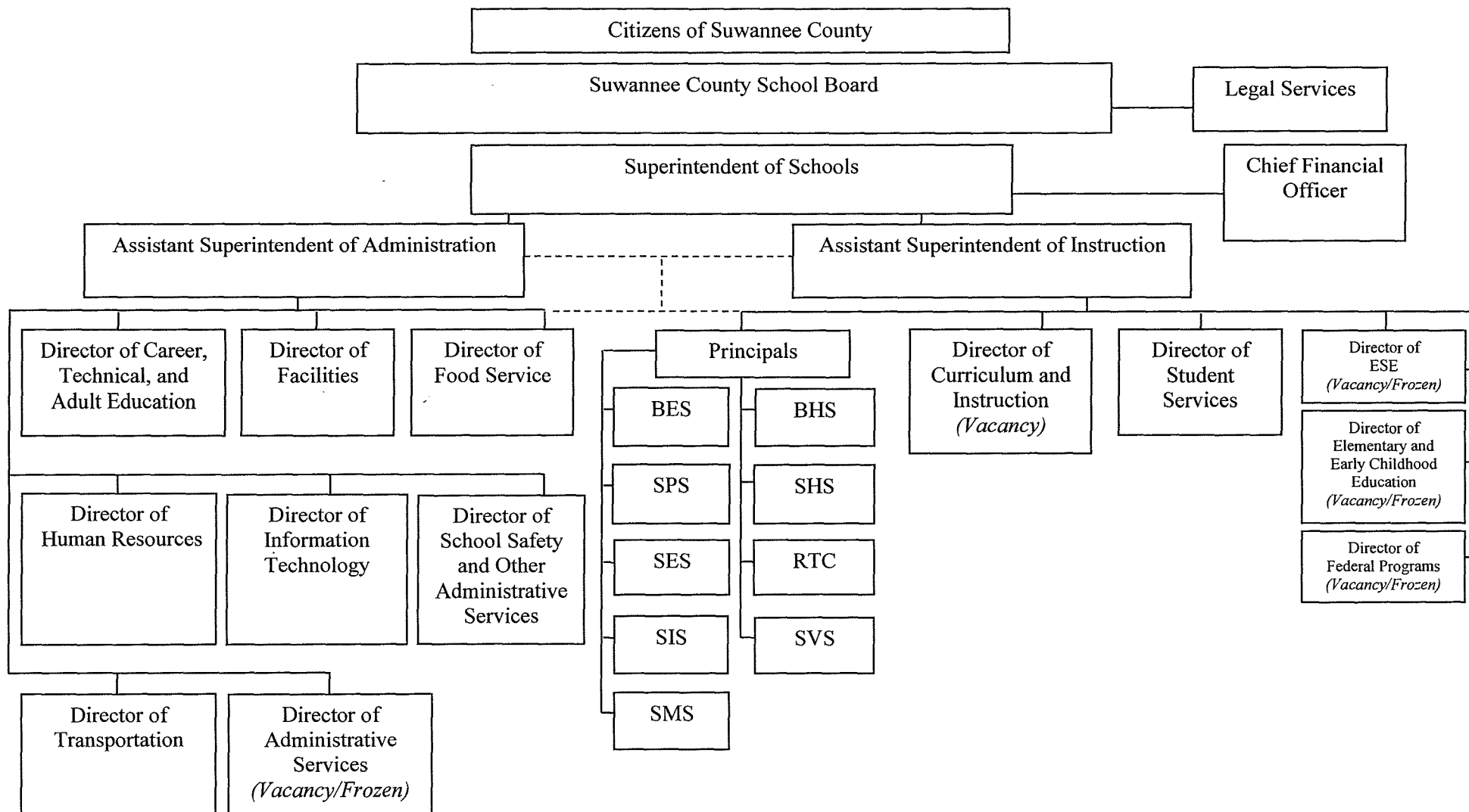
#### History:

Adopted:

Revision Date(s): 7/22/2014, 1/27/2015, 10/24/2017

Formerly:

# SUWANNEE COUNTY SCHOOL DISTRICT ORGANIZATION CHART



## CHAPTER 3.00 - SCHOOL ADMINISTRATION

### SAFE AND SECURE SCHOOLS

3.06

#### POLICY:

##### I. Introduction

The Suwannee County District School Board has as its first obligation to provide a safe, secure and orderly learning environment in all schools and at all sponsored activities for students, school personnel, and other persons.

##### II. Orderly Environment

An orderly environment can only be achieved by developing procedures to control students, personnel, and other persons on school property and attending School Board or school sponsored events or activities. All procedures shall reflect the following policy provisions:

- A. No person other than a student and employee of a school site shall be on a school campus during school hours unless they are in compliance with Policy 9.07 (Visitors).
- B. A student who is suspended or expelled is not in good standing and is not permitted on the school campus, school grounds, or at a school sponsored activity.
- C. This policy shall apply not only during school hours, but at any time students in good standing, teachers, employees and other such persons are on the school campus or school grounds, and shall also apply for all school activities which are held after school hours.
- D. Any person on a school campus or school grounds not in accordance with this policy is hereby declared to be a trespasser and shall be asked to leave immediately by any staff member. Each principal shall



## CHAPTER 3.00 - SCHOOL ADMINISTRATION

keep a log of such incidents which shall provide the name of the person asked to leave and other pertinent information. If said person shall again be seen upon the school campus or school grounds, any staff member shall immediately notify the principal or appropriate local law enforcement officials without further warning.

- E. Individuals who enter School Board property, activity, or School Board meeting without a legitimate reason and create a disturbance or refuse to leave the property or activity when asked by the board chairperson, Superintendent/designee, principal or person in charge are subject to criminal penalty as provided in Florida Statutes. The person in charge shall contact appropriate law enforcement officials in cases of disruptive activity or refusal to leave the school property or activity and take appropriate actions to have the offender punished as prescribed by law. The Superintendent shall be notified of any such action at schools or school activities.
  - F. No person except law enforcement, security officers and other legally identified individuals as special deputies, may have in his/her possession any weapon, illegal substance, or dangerous substance while on school property or at school events. However, district employees may possess a securely encased concealed firearm in their vehicle in accordance with F.S. 790.25 (5).
- III. ~~The Superintendent shall develop and present to the Board for review and approval appropriate school emergency management and preparedness plans.~~  
Safety, Security and —Emergency Plans
- A. The Superintendent shall develop a School Safety and Security Plan with input from representatives of the local law enforcement agencies, the local Fire Marshall(s), representative(s) from emergency medical services; building administrators, representative(s) from the local emergency management agency, School Resource Officer(s) and/or representative(s) of the Suwannee County Health Department.

### CHAPTER 3.00 - SCHOOL ADMINISTRATION

- B. As required by state law, the Superintendent shall require the use of the Safe School Assessment Survey based on the School Safety and Security Best Practices Indicators created by FL DOE Safe School Assessment Tool (FSSAT) to conduct a self-assessment of the District's current safety and security practices.
- C. Upon completion of these self-assessments, the Superintendent shall convene a safety and security review meeting for the purpose of (a) reviewing the current School Safety and Security Plan and the results of the self-assessment; (b) identifying necessary modifications to the plan; (c) identifying additional necessary training for staff and students; and (d) discussing any other related matters deemed necessary by the meeting participants.
- D. The Superintendent shall present the findings of the safety and security review meeting to the Board for review and approval appropriate school safety, emergency management and preparedness plans. The Superintendent shall make any necessary recommendations to the Board that identify strategies and activities that the Board should incorporate into the School Safety and Security Plan and/or implement in order to improve school safety and security. The School Safety and Security Plan is, however, confidential and is not subject to review or release as a public record.
- E. The Superintendent shall report the self-assessment results and any action taken by the Board to review the School Safety and Security Plan to the Commissioner of Education within thirty (30) days after the Board meeting.

### CHAPTER 3.00 - SCHOOL ADMINISTRATION

~~The Superintendent shall establish uniform guidelines for the development of schools' emergency management and preparedness plans.~~

- F. Emergency management and preparedness plans shall include notification procedures for weapon use and active shooter/hostage situations, hazardous materials and toxic chemical spills, weather emergencies, and exposure resulting from a manmade emergency.
- G. Emergency management and preparedness procedures for active shooter situations shall engage the participation of the district school safety specialist, threat assessment team members, faculty, staff and students for each school and be conducted by the law enforcement agency or agencies designated as first responders to the school's campus.
- H. Each school shall develop and maintain an up-to-date plan based upon the uniform guidelines and including the provisions of Florida law, State Board of Education rules, and other applicable regulations.
- I. Copies of school plans shall be provided to county and city law enforcement agencies, fire departments, and emergency preparedness officials.

#### IV. Threat Assessment

- A. The primary purpose of a threat assessment is to minimize the risk of targeted violence at school. The Board's threat assessment process is designed to be consistent with the process set forth in the joint U.S. Secret Service and U.S. Department of Education publication. Threat Assessment in Schools: a Guide to Managing Threatening Situations and to creating Safe School Climates for identifying, assessing, and managing students who may pose a threat. The goal of the threat assessment process is to take appropriate preventative or corrective

### **CHAPTER 3.00 - SCHOOL ADMINISTRATION**

measures to maintain a safe school environment, protect and support potential victims, and provide assistance, as appropriate, to the student being assessed. The threat assessment process is centered upon an analysis of the facts and evidence of behavior in a given situation. The appraisal of risk in a threat assessment focuses on actions, communications, and specific circumstances that might suggest that an individual intends to cause physical harm and is engaged in planning or preparing for that event.

- B. The Board authorizes the Superintendent to create building-level, trained threat assessment teams. Each team shall be headed by the principal and shall include a person with expertise in counseling (school/psychological), instructional personnel, and law enforcement (school resource officer) and provide guidance to students, faculty, and staff regarding recognition of threatening or aberrant behavior that may represent a threat to the community, school, or self.
  - 1. The threat assessment team will be responsible for the assessment of individuals whose behavior may pose a threat to the safety of school staff and/or students and coordinating resources and interventions for the individual.
  - 2. Upon a preliminary determination that a student poses a threat of violence or physical harm to him/herself or others, the threat assessment team may obtain criminal history record information. The team must immediately report its determination to the Superintendent who must immediately attempt to notify the student's parent or legal guardian.
- V. Safety – Procedures
  - A. School alarms shall be monitored on a weekly basis and malfunctions shall be reported for immediate repair.

### CHAPTER 3.00 - SCHOOL ADMINISTRATION

- B. A safety program shall be established consistent with the provisions of Policy 8.01.
- C. Emergency evacuation drills (fire, hurricane, tornado, active shooter/hostage situation, other natural disaster, and school bus) shall be held in compliance with state requirements and formulated in consultation with the appropriate public safety agencies. Each principal, site administrator or transportation official is responsible for
  - 1. Developing and posting emergency evacuation routes and procedures;
  - 2. Assigning and training all staff members in specified responsibilities to ensure prompt, safe and orderly evacuation;
  - 3. Identifying and reporting hazardous areas requiring corrective measures; and
  - 4. Preparing and submitting a written report of each emergency evacuation drill to the District office.
- D. In the event of an emergency, the Superintendent is authorized to dismiss early or close any or all schools. Except that the principal may dismiss the school when the Superintendent or designee cannot be contacted and an extreme emergency exists endangering the health, safety, or welfare of students. Any such actions shall be reported immediately to the Superintendent or designee along with a statement  
  
describing the reasons for the action. Such report shall be submitted to the School Board at the next regular meeting unless a special meeting is held relating to the emergency.

#### VI. Safety – Violence Prevention

- A. The Superintendent shall develop a violence prevention plan for use by each school.

### CHAPTER 3.00 - SCHOOL ADMINISTRATION

- B. Training in identification of potentially violent behaviors and the procedures to be implemented shall be provided to personnel of the schools.

#### VII. Security

- A. The Superintendent shall establish and implement a Domestic Security Plan consistent with the requirements of the National Incident Management System (NIMS).
- B. The Superintendent shall develop and implement guidelines and procedures for reviewing each school's security provisions.
- C. Designate an administrator as the school safety specialist for the District.
- D. A review of each school's security provisions shall be conducted annually by the principal with a written report submitted to the Superintendent or designee for submission to the Board for review.
- E. Each school's emergency plan shall include security provisions including emergency lockdown procedures.
- F. Establishing policies and procedures for the prevention of violence on school grounds; including assessment of and intervention with individuals whose behavior poses a threat to the safety of the school community.
- G. Adhering to background screening procedures for all staff, volunteers and mentors.
- H. Security trailers may be located on school property.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

316.614, 790.115, 790.25, 1001.43, 1001.51,

**CHAPTER 3.00 - SCHOOL ADMINISTRATION**

**1006.062, 1006.07, 1006.145, 1006.1493, 1006.21, 1013.13, F.S.**

**STATE BOARD OF EDUCATION RULE(S):**

**6A-1.0403, 6A-3.0171**

*History:*

Adopted:

Revision Date(s): 12/17/02, 4/27/10, 5/22/2018

Formerly: Campus Disorders and Trespassing 3.06

## CHAPTER 3.00 - SCHOOL ADMINISTRATION

### DOMESTIC SECURITY

### 3.061+ OPTION 1

- I. The Superintendent shall establish a District domestic security plan that is consistent with the requirements of National Incident Management System (NIMS). The District plan shall include a plan for each school and facility operated by the School Board. The Superintendent shall ensure that the plan is consistent with NIMS requirements by
  - A. Incorporating NIMS protocols and Incident Command System (ICS) procedures into the emergency plans;
  - B. Ensuring that emergency plans are consistent with NIMS terminology and applicable state and county emergency management protocols;
  - C. Coordinating the initial plan and plan modifications with appropriate county emergency management officials;
  - D. Assigning appropriate staff as members of the District incident command element;
  - E. Ensuring that staff receive appropriate initial training and follow up training.
- II. The domestic security plan shall include the following components:
  - A. Access Control

The District shall control access to and enhance the security of school campuses, District facilities, and transportation by implementing access control procedures and practices including, but not limited to,

    1. Establishing single points of entry;
    2. Integrating fencing in to the design of school campuses;
    3. Providing uniformed school resource officers (SROs) and/or security officers;
    4. Establishing visitor control;
    5. Establishing policies and procedures for the prevention of violence on school grounds; including assessment of and intervention with individuals whose behavior poses a threat to the safety of the school community



## CHAPTER 3.00 - SCHOOL ADMINISTRATION

6. Adhering to background screening procedures for staff, volunteers and mentors;
7. Controlling bus embarkation and debarkation; and
8. Establishing safe mail handling procedures.

### B. Emergency Equipment

The District shall ensure that emergency equipment and supplies are available and operable and that communication between school/District personnel and first responders is readily available.

1. Primary and back up communication systems shall be maintained and routinely tested to ensure functionality and coverage capacity and determine if adequate signal strength is available in all areas of the school's campus;
2. Personal protective equipment shall be available to school personnel;
3. Emergency equipment shall be monitored and/or tested to ensure operability;
4. Supplies shall be monitored to ensure current shelf life;
5. Emergency supplies and equipment shall be appropriate for specific school campuses or facilities.

### C. Training

Initial and follow up training shall be provided for school/District personnel, students, and state and local partners. New employees shall receive training relevant to the position. When an employee is reclassified to a different position; his/her training record shall be reviewed and appropriate training shall be provided. Training shall include, but not be limited to,

1. Conducting a standard Weapons of Mass Destruction course for first responders in the District;
2. Conducting table-top exercises for school/District administrators;
3. Conducting training at schools specific to the age of students, number of students and the school needs.

## CHAPTER 3.00 - SCHOOL ADMINISTRATION

4. Conducting domestic security drills;
5. Training personnel to recognize hazards and to respond appropriately;
6. Providing security training to bus drivers, bus assistants, and school personnel; and
7. Providing safe mail handling training for appropriate personnel.

### D. Communication and Notification Procedures

The District shall ensure that external and internal communication and notification procedures are developed and implemented. Communication and notification procedures shall include, but not be limited to,

1. Providing proper ThreatCom access for appropriate school/District staff;
2. Establishing communication procedures to notify parents of possible or actual emergency;
3. Informing parents and students of the plan and the notification procedures;
4. Reviewing school and District websites to ensure that sensitive information is not included with general public information; and
5. Establishing procedures to communicate with the media during an emergency.

### E. Coordination with Partners

The District shall ensure coordination with state and local partners by

1. Establishing and maintaining a close working relationship with local law enforcement agencies, first responders and the county emergency operations center;
2. Notifying state and local partners of changes in the District plan; and
3. Participating on the Regional Domestic Security Task Force (RDSTF).

## CHAPTER 3.00 - SCHOOL ADMINISTRATION

### F. Vulnerability Assessment

The District shall assess vulnerability and establish standards by

1. Working with RDSTF for vulnerability assessment tools and standards;
2. Tailoring assessment to each school or facility;
3. Assisting school and District staff to assess vulnerability;
4. Establishing core recommendations for critical areas; and
5. Establishing standards based on best practices.

III. The District plan including all school and facility plans shall be reviewed annually or more frequently if needed. Modifications shall be made and communicated to relevant school/District personal and emergency management officials. Conditions which may warrant interim review and possible modification of the plan include addition to or renovation of a facility, change in the use of a facility, change of grades served by a school, new programs added to the school and change in security threat level.

IV. The Superintendent shall request documentation of compliance with the National Incident Management System (NIMS) standards from the county emergency management agency and shall obtain certification of compliance from the Commissioner of Education.

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED: 1001.43, 1001.51, 1001.54, 1006.07,  
1006.08, 1006.09, 1006.21, 1013.13, F.S.

STATE BOARD OF EDUCATION RULE(S): 6A-1.0403, 6A-3.0171

HISTORY: ADOPTED:  
REVISION DATE(S):  
FORMERLY: NEW

## CHAPTER 4.00 - CURRICULUM AND INSTRUCTION

### VIRTUAL INSTRUCTION

4.25

- I. At least one (1) course required for graduation must be earned through online learning. A student shall not be required to take an online course outside the regular school day or in addition to the courses in which a student is registered in a given semester.
- II. The District shall provide various options for eligible students to participate in part-time or full time virtual instruction. Options may include
  - A. Courses in the traditional school setting taught by certified personnel who provide instruction through virtual instruction;
  - B. Blended learning courses taught by certified personnel that consist of traditional classroom and online instructional techniques;
  - C. Online courses offered by the District;
  - D. Online courses offered by another Florida school district;
  - E. Enrollment in MyDistrict Virtual School;
  - F. Enrollment in Florida Virtual School; and
  - G. Enrollment with a virtual instruction provider approved by the Florida Department of Education.

- III. Students may also use the following options to meet online course requirements:

©EMCS

NEFEC 4.25

Revised: 07/23/18

## CHAPTER 4.00 - CURRICULUM AND INSTRUCTION

- A. Completion of a course in which a student earns an industry certification in information technology that is identified on the CAPE Industry Certification Funding list;
  - B. Passing the information technology certification exam without enrolling in or completing the course(s); or
  - C. Passing an online content assessment that requires the student to demonstrate skill and competency in locating information and applying technology for instructional purposes without enrollment in or completion of the relevant course(s).
- IV. To participate in virtual instruction, a student must meet the eligibility requirements set forth in state law.
- A. Industry certification examinations, national assessments, and statewide assessments offered by the school district shall be available to all Florida Virtual School students.
  - B. All industry certification examinations, national assessments, and statewide assessments must be taken at the school to which the student would be assigned according to district school board attendance areas, unless an alternative testing site is mutually agreed to by Florida Virtual School and the District.
- V. At the beginning of each school year, the District shall notify parents and students regarding the right and choice to participate in virtual instruction. Notification shall

## CHAPTER 4.00 - CURRICULUM AND INSTRUCTION

include eligibility requirements, the options available to the student, and the courses offered by Florida Virtual School and MyDistrict Virtual School.

**STATUTORY AUTHORITY:** 1001.41, 1001.42, F.S.

**LAW(S) IMPLEMENTED:** 1000.04, 1001.20, 1001.42, 1002.20, 1002.321,  
1002.37, 1002.45, 1002.455, 1003.02, 1003.4282,  
1003.498, 1006.29, 1007.27, 1011.62, F.S.

**STATE BOARD OF EDUCATION RULE(S):** 6A-6.0981, 6A-6.0982

**HISTORY:** \_\_\_\_\_ **ADOPTED:** \_\_\_\_\_  
\_\_\_\_\_ **REVISION DATE(S):** \_\_\_\_\_  
\_\_\_\_\_ **FORMERLY: NEW**

## *CHAPTER 5.00 – STUDENTS*

### **REQUIREMENTS FOR ORIGINAL ENTRY**

**5.05**

#### **POLICY:**

- I. Any student who initially enrolls in the District shall be required to present certification of immunization for those communicable diseases required by Florida Statutes.
  - A. Students who are under twenty-one (21) years of age and are attending adult education classes shall present certification of immunization for communicable diseases.
  - B. Immunization shall be as required by the State of Florida. The Superintendent shall maintain a current list of required immunizations.
  - C. A transfer student from another Florida district may be granted thirty (30) days to provide documentation of school entry health examination and certificate of immunization prior to school attendance.
  - D. Exceptions may be granted as provided in Florida Statutes.
- II. Students in Grades PK-12 who enter Florida public schools for the first time shall present evidence of a health examination within the twelve (12) month period prior to their initial entrance.
  - A. Any student who was previously enrolled in a Florida school and who seeks admission may be granted thirty (30) days to secure documentation of a school health examination.
  - B. The Superintendent may grant exceptions to this rule pursuant to Florida Statutes.

## ***CHAPTER 5.00 – STUDENTS***

- C. The health examination shall be completed by a health professional licensed in Florida or in the state where the examination was performed.
- III. Any student who was previously enrolled in an out-of-state public school and who seeks admission to a District school shall be admitted on the basis of admission requirements established in the state in which the student resided prior to moving to the County, except as provided in this Rule.
- IV. A student entering a District school from a private or non-public school shall be assigned to a grade based on placement tests, age, and previous school records.
- V. Any student who initially enrolls in the District shall be required to report any previous school expulsions, arrests resulting in a charge and juvenile justice actions the student has had and any prior referrals to mental health services. If the student is admitted, the student may be placed in an appropriate educational program and referred to mental health services identified by the school district, when appropriate, at the direction of the School Board. The District may waive or honor the final order of expulsion or dismissal of a student if an act would have grounds for expulsion according to the receiving District School Boards Code of Student Conduct.

**STATUTORY AUTHORITY:**

1001.41; 1001.42, F.S.

**LAWS IMPLEMENTED:**

1001.43; 1003.01; 1003.21; 1003.22, 1006.07 F.S.

**STATE BOARD OF EDUCATION RULE:**

6A-6.024

**History:**

Adopted:

Revision Date(s): 12/15/98, 11/20/01, 5/25/10

Formerly: JEC, JHCA



**ZERO TOLERANCE FOR SCHOOL- RELATED CRIMES**

**5.13\***

***POLICY:***

- I. It is essential that schools be safe and orderly to provide environments that foster learning and high academic achievement. The District shall strive to protect students, staff, visitors and volunteers from harm and to protect victims of crime from further victimization. This policy applies to conduct on School District property, school or District provided transportation and at any school or District sponsored activity. This policy implements the State Board of Education's zero tolerance policy as outlined in Florida Statutes and State Board Rule 6A-1.040.
  
- II. Acts that pose a serious threat to school safety are those acts that endanger the life or safety of a student, staff member or other person on campus or at a school or District sponsored activity. Students found to have committed the following offenses on school property, school-sponsored transportation or during a school-sponsored activity shall be brought before the Board for expulsion:
  - A. Such acts include but are not limited to:
    1. homicide (murder, manslaughter);
    2. sexual battery;
    3. armed robbery;
    4. aggravated battery;
    5. battery or aggravated battery on a teacher or other school personnel
    6. kidnapping or abduction;
    7. arson;

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8. possession, use or sale of any firearm or weapon;
9. possession, use or sale of a controlled substance;
10. possession, use or sale of any explosive device;
11. threat or false report to do harm related to bombs or weapons, or
12. victimization of students.

The expulsion limit is mandatory for a minimum of one (1) full year from the student's regular school.

- B. Prior to taking such action against any student, the School Board shall ensure that appropriate due process procedures are followed. If a student committing one of the offenses outlined in subsection (1) of this rule is identified as disabled and participating in a program for exceptional students, then school personnel shall follow procedures in State Board of Education Rule 6A-6.0331. This provision shall not be construed to remove a School Board's discretion in cases where mitigating circumstances may affect decisions on disciplinary action.
- C. The School Board may assign more severe consequences than normally authorized for violations of the Code of Student Conduct when the offender appears motivated by hostility toward the victim's real or perceived race, religion, color, sexual orientation, ethnicity, ancestry, national origin, political beliefs, marital status, age, social and family background, linguistic preference, or disability.
- D. Local law enforcement authorities shall be notified immediately when one of the offenses listed above is committed on school property, on school-sponsored transportation, or during a school-sponsored activity. Additionally, if the offense involves a victim, school officials shall notify the victim and the victim's parents or legal guardian if the victim is a minor, of the offense and of the victim's rights to press charges against the offender. School personnel shall

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cooperate in any investigation or other proceedings leading to the victim's exercise of rights as provided by law.

- E. The school principal shall monitor the administration of discipline of students to ensure that discipline is administered equitably without regard to real or perceived race, religion, color, sexual orientation, ethnicity, ancestry, national origin, political beliefs, marital status, age, social and family background, linguistic preference, or disability. Annually, the principal shall review school discipline data with the school advisory council in developing school improvement plans to maintain a safe and healthy school environment that protects the civil rights of all students.
- III. Acts that are considered petty misconduct may disrupt the educational process but do not endanger the life or safety of an individual. Such acts include but are not limited to:
- A. Cellular telephone violation;
  - B. Defiance of authority;
  - C. Disruption, minor;
  - D. Dress code violation;
  - E. Eating or drinking on the bus;
  - F. Forgery;
  - G. Horseplay;
  - H. Leaving campus without permission;
  - I. Lying or misrepresentation;
  - J. Profanity;
  - K. Vehicle parking violation.
- IV. The District shall establish agreements with the county sheriff's office and local police department(s) that provide for reporting conduct that threatens

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school safety and obtaining assistance from the appropriate law enforcement agency.

- V. The District shall report to the appropriate law enforcement agency any act that poses a threat to the safety or welfare of students, staff and other persons on school property or at school events or is a serious violation of law. The following acts when committed on School District property or at a District activity shall be reported to the appropriate law enforcement agency:
- A. Alcohol violation;
  - B. Alcohol, sale or distribution;
  - C. Arson;
  - D. Battery;
  - E. Bomb or biochemical threat;
  - F. Breaking and entering or burglary;
  - G. Disruption of school, major;
  - H. Drug use, sale or distribution;
  - I. Explosives, possession or use;
  - J. Extortion;
  - K. False alarm;
  - L. Firearms violation;
  - M. Gang-related activity;
  - N. Hate crime;
  - O. Illegal organization, membership;
  - P. Robbery;
  - Q. Sexual battery;

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- R. Sexual harassment;
  - S. Sexual misconduct;
  - T. Sexual offense;
  - U. Stalking;
  - V. Trespassing;
  - W. Weapons violation;
  - X. Any felony as defined by Florida Statutes.
- VI. Consultation with law enforcement is required when a student commits more than one misdemeanor, to determine if the act should be reported.
- VII. Students found to have committed one of the following offenses on school property, school sponsored transportation or during a school sponsored activity shall be expelled, with or without continuing educational services, from the student's regular school for a period of not less than one (1) full year and be referred to the criminal justice or juvenile justice system:
- A. Bringing a firearm or weapon as defined in Chapter 790, Florida Statutes, to school, to any school function, or onto any school-sponsored transportation or possessing a firearm at school.
  - B. Making a threat or false report as defined in Florida Statutes Sections 790.162 and 790.163 respectively, involving school or school personnel's property, school transportation or a school-sponsored activity.
  - C. Assault or battery on specified officials or employees in violation of Section 784.081, Florida Statutes.
  - D. Hazing as defined in 1006.135, Florida Statutes.
- VIII. When a student is formally charged with a felony or a delinquent act that would be a felony if committed by an adult, the Superintendent shall notify appropriate personnel including the principal, the transportation director, the

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student's classroom teachers, the student's bus driver and other school personnel who directly supervise the student.

- IX. The School Board may assign the student to a disciplinary program for the purpose of continuing educational services during the period of expulsion.
- X. The Superintendent may consider the one (1) year expulsion requirement on a case-by-case basis and request the School Board to modify the requirement by assigning the student to a disciplinary program or second chance school if the request for modification is in writing and it is determined to be in the best interest of the student and the school system.
- XI. If a student committing any of the offenses in this policy is a student with a disability, the School Board shall comply with the applicable State Board of Education rules.
- XII. Any student found to have committed a violation of Section 784.081(1), (2) or (3), Assault or Battery on Specified Officials or Employees shall be expelled or placed in an alternative school setting or other program as appropriate. Upon being charged with the offense, the student shall be removed from the classroom immediately and placed in an alternative school setting pending disposition.
- XIII. A student or his/her parent may request a review by the Superintendent of any disciplinary action taken by the District. Such request must be submitted in writing to the Superintendent within ten (10) days of the imposition of disciplinary action.

### **STATUTORY AUTHORITY:**

**1001.41, 1001.42, F.S.**

**LAW(S) IMPLEMENTED: 120.57(1), 775.08, 784.081, 790.162, 790.163, 985.04,**

**1001.42, 1001.43, 1001.54, 1003.31, 1006.07, 1006.08, 1006.09, 1006.13, 1006.135,**

**1006.14, 1012.28, F.S.**

### **STATE BOARD OF EDUCATION RULE(S):**

**6A-1.0404, 6A-6.03311**

### **HISTORY:**

Adopted:

Revision Date(s): 11/21/2000, 2/23/10, 3/22/2011

Formerly: New

**ADMINISTRATION OF MEDICATION**

**5.15**

**POLICY:**

- I. Each school principal shall designate a staff member(s) to administer medications. The staff member(s) shall be trained annually by the registered nurse at each school.
- II. Administration of medications during school hours is discouraged unless a physician determines that a student's health needs require medication during school hours. The Student Conduct and Discipline Code shall set forth provisions for administering medications.
- III. Narcotic analgesics will not be administered at school. Narcotics are known to cause decreased coordination and decreased levels of consciousness, thus presenting both impaired learning and safety issues for the student.
- IV. Medication must be transported to and from school by the parent/guardian or a responsible adult designated by the parent or guardian.
- V. Instructions for the use of the medication shall be provided in writing by the Florida licensed prescribing healthcare practitioner and/or described on the medication container provided by the Florida licensed prescribing healthcare practitioner or pharmacist.
- V. All medications shall be delivered to the school office/clinic with a Medication Authorization Form completed and signed by the student's parent(s) or legal guardian and the Florida licensed prescribing healthcare practitioner, to grant permission for administering all medication. The form must include the following:
  - A. Name of Student;
  - B. Diagnosis;
  - C. Reason the medication must be given during the school day;
  - D. Name and purpose of medication;

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- E. Time and/or condition under which the medication is to be given;
  - F. Specific instructions on the administration of the medication as stated in Section IV above;
  - G. Approximate duration of medication to include beginning and ending date;
  - H. Allergies; and
  - I. Side effects;
- VII. Receipt, Storage, Control and Return of Medications
- A. All medications being received by Suwannee District Schools, must be counted with the parent/adult delivering the medication and a school health staff person and/or a district school board employee who is receiving the medication. Verification of the count shall be made in writing on the Medication Administration Log Notes by the person delivering the medication(s) and the person receiving the medication(s);
  - B. All medications being returned to parents/adults shall be counted with the parent/adult receiving the medication and a school health staff person and/or a district school board employee who is returning the medication. Verification of the count shall be made in writing on the Medication Administration Log Notes by the person returning the medication(s) and the person receiving the medication(s);
  - C. All medication(s) to be administered to a student/students by designated and trained staff members while a student/students are away from school property and/or on official school business shall be counted with designated and trained staff members receiving the medication(s) and the school nurse or a school health staff person who is releasing the medication(s). Verification of the count shall be made in writing on the Medication Administration Log Notes by the person receiving the medication(s) and the person releasing the medication(s);
  - D. All medications being returned to the school nurse/school health staff by designated and trained staff members shall be counted with designated and trained staff members returning the medication(s) and the school nurse or a school health staff person who is receiving the medication(s).



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Verification of the count shall be made in writing on the Medication Administration Log Notes by the person returning the medication(s) and the person receiving the medication(s);

- E. Each prescribed medication to be administered by district school board personnel/school health staff shall be received and stored in its original container. When the medication is not in use, it shall be stored in its original container in a secure fashion under lock and key in a location designated by the school principal and/or the school nurse.
- F. Only medication in its ORIGINAL container from the store, the Florida licensed prescribing healthcare practitioner, or pharmacy will be accepted.
- G. All Non-Prescription/Over the Counter medications must be received by school board personnel /school staff in a sealed, unopened container with the student's name clearly written on the container.
- H. A separate Medication Authorization Form must be completed for each medication that must be given during school hours or school sponsored activities.

### **VII. Changes to Medications**

A new prescription bottle with correct labeling and a new Authorization for Medication Administration Form, completed by the student's parent(s)/guardian(s) and the Florida licensed prescribing healthcare practitioner, is required for any dosage changes.

- A. School health staff/district school board personnel cannot begin or discontinue medications, alter or change dosages or times of administration without a new, Medication Authorization Form, being completed by the parent(s)/guardian(s) and the Florida licensed prescribing healthcare practitioner.
- B. Prescription labels shall not be altered with handwriting by a parent/guardian, school board personnel, or school health staff.

### **VIII. The first dosage of any new medication shall not be administered during school hours because of the possibility of an allergic reaction.**

## **CHAPTER 5.00 – STUDENTS**

- IX. All medication which is kept at school/on school board property shall be stored in a secure place under lock and key with the student's name attached and clearly visible (except for students who have permission to self-administer emergency medications and/or medications for asthma, pancreatic insufficiency or cystic fibrosis and/or diabetes). Only authorized district school board personnel /school staff who have been designated by the principal and/or trained by the school nurse can have access to and administer said medication.
- X. ~~District school board personnel/school staff can accept no more than a 30-day supply of prescription medications.~~

Emergency Injectable Medications such as Epi-pens, Glucagon, etc. must be accessible immediately in case of an emergency. Only these medications with the exception of inhalers will leave the building in the event of an emergency. These medications should be kept in the clinic. It is not recommended to keep emergency medications in the classroom unless the student has been checked off to self carry.

Emergency Injectable Medications may be kept in a secure but unlocked location in the clinic. If stored this way, there should be a sign on the outside of the medication cabinet indicating where the emergency medications are located.

- XI. No medications (prescription or non-prescription), with an expired prescription date or that is past the manufacturers' expiration date will be administered at school or during school sponsored activities.
- XII. Special Conditions

A student with a special health condition(s) such as asthma, pancreatic insufficiency or cystic fibrosis, diabetes, or who has experienced or is at risk for life-threatening allergic reactions, may carry and self-administer prescription medication for emergency situations and/or for the treatment of pancreatic insufficiency or cystic fibrosis, asthma and/or diabetes, as approved by his/her Florida licensed prescribing healthcare practitioner and his/her parent/guardian. The approval of the Florida licensed prescribing healthcare practitioner and the parent and information regarding the

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medication required in section IV and V must be on file in the principal's and/or nurse's office. A student who has permission to self-administer emergency medication and/or medication for asthma pancreatic insufficiency or cystic fibrosis, and/or diabetes may carry the medication on the bus, to and from school-sponsored events, while participating in school-sponsored activities, and while in school. The principal shall notify the bus driver and the transportation department regarding such students.

- A. The school nurse, (who is a Registered Nurse) upon performing a nursing assessment of a student, shall determine whether or not that student is ready to responsibly self-carry and administer medications at school or during school-sponsored activities without endangering the health and safety of themselves, school staff, and/or fellow students. If the school nurse determines that a student is not ready to responsibly self-carry and administer medications at school or during school-sponsored activities, the medication(s) will be administered by school health staff and/or trained district school board personnel.
- B. Parents are strongly encouraged to keep a back-up supply of any emergency medications, such as an inhaler, epipen, diabetes medication, etc., in the school clinic.
- C. Under NO circumstances should students show, share, dispense, or deliver prescription or non-prescription medication to another student.

### **XIII. Records**

A record shall be maintained on each student who receives any medication during school hours, including the time each dose of any medication was administered. These records shall be made available daily to the principal and authorized personnel.

### **XIV. Discontinued Medication**

When medication is discontinued, parents are required to pick up all unused medication within one week. When the school year ends, parents are required to pick up all unused medication by the end of the last student school day. Unclaimed medications will be destroyed. When medication is destroyed, this action shall be taken pursuant to 499.0121 Florida Statute, in such a manner as no one could make use of the medication or be harmed by it.

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### **XV. Medications Administered While Students Are Away From School Property.**

The requirements for the administration of medication while students are away from school property and/or on official school business shall be the same as those while on school property. All medications including non-prescription medications that are taken on field trips or other official school business must be in the original container with the student's name clearly visible on the container, and stored under lock and key (except for students who have permission to self-administer emergency medications and/or medications for asthma, pancreatic insufficiency or cystic fibrosis, and/or diabetes). Only trained district school board personnel or school staff will administer medication away from the school site except for students who have permission to self-administer emergency medications and/or medications for asthma, pancreatic insufficiency or cystic fibrosis, and/or diabetes.

#### **STATUTORY AUTHORITY:**

**1001.41, 001.42, F.S.**

#### **LAW(S) IMPLEMENTED:**

**1001.21, 1001.43, 1002.20, 1002.22, 1006.062, F.S.**

#### **STATE DEPARTMENT OF HEALTH RULE(S):**

**64F-6.004**

#### **HISTORY:**

**ADOPTED: 7/25/06**

**REVISION DATE(S): 10/26/10, 8/25/2015**

**FORMERLY:**

## CHAPTER 6.00 – PERSONNEL

### REPORT OF MISCONDUCT

6.39\*

The School District of Suwannee County shall adhere to all requirements related to employee misconduct that affects the health, safety or welfare of a student.

#### I. Mandatory Reporting of Misconduct

- A. It is the duty of all employees to report to the Superintendent alleged misconduct by any School Board employee that affects the health, safety or welfare of a student. Failure of an employee to report such misconduct shall result in disciplinary action.
- B. Instructional personnel and school administrators shall report alleged misconduct of other instructional personnel or school administrators who engage in or solicit sexual, romantic, or lewd conduct with a student.

#### II. Investigation

The Superintendent shall immediately investigate any allegation of misconduct by an employee that affects the health, safety or welfare of a student.

- A. An employee who is alleged to have committed such misconduct shall be reassigned to a position not requiring direct contact with students pending the outcome of the investigation.
- B. Information related to the alleged misconduct shall be considered confidential during the investigation until the investigation is concluded with a finding to proceed or not to proceed with disciplinary action or charges and the subject of the complaint has been notified of the finding.
- C. The Superintendent shall report alleged misconduct to the Department of Education as required by Florida Statutes. The Superintendent shall report alleged misconduct of instructional personnel or school

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administrator who engage in conduct that would be considered disqualifying pursuant to Section 1012.315, Florida Statutes. Failure to report such conduct to law enforcement forfeits the Superintendent's salary for up to one year.

D. The School District shall notify the parents of a student affected by an educator's violation of the district's Standards of Ethical Conduct. This notice must be provided to the parent within thirty (30) days of knowledge of the incident and inform the parent of:

1. The nature of the misconduct,
2. If the District reported the misconduct to the department in accordance with Section 1012.796, Florida Statutes,
3. The sanctions imposed against the employee, if any, and
4. The support the school district will make available to the student in response to the employee's misconduct.

### **III. Legally Sufficient Complaint**

The Superintendent shall file any legally sufficient complaint with the Department of Education within thirty (30) days after the date the District became aware of the subject matter of the complaint. A complaint is considered to be legally sufficient if it contains ultimate facts that show that an instructional or administrative employee has committed a violation as provided in 1012.795, F.S., and defined by State Board of Education rule.

### **IV. Resignation or Retirement in Lieu of Termination**

If an instructional or administrative employee resigns or retires in lieu of termination for misconduct that affects the health, safety or welfare of a

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student, the Superintendent shall report the misconduct to the Department of Education as required.

### **V. Employment Reference**

A representative of the School District shall not provide an employment reference or discuss the performance of an employee with a prospective employer in an educational setting without disclosing the person's misconduct that affected the health, safety or welfare of a student. A District official shall not enter into any confidentiality agreement regarding terminated or dismissed personnel or personnel who resigned or retired in lieu of termination.

### **VI. Notification**

The policies and procedures for reporting alleged misconduct by employees that affects the health, safety or welfare of a student shall be posted in a prominent place at each school and on each school's website. The notice shall include the name of the person to whom the report is made and the consequences for misconduct.

### **VII. Protection from Liability**

- A. Any individual who reports in good faith any act of child abuse, abandonment or neglect to the Department of Children and Family Services or any law enforcement agency shall be immune from any civil or criminal liability that might result from such action.
- B. An employer who discloses information about a current or former employee to a prospective employer, at the employee's request or at the prospective employer's request, shall be immune from civil liability for such disclosure as provided by Florida Statute.

### **VIII. False or Incorrect Report**

## ***CHAPTER 6.00 – PERSONNEL***

The Superintendent, a Board member or any District official shall not sign and/or transmit any report regarding employee misconduct to a state official that he/she knows to be false or incorrect. An individual who knowingly makes a false or incorrect report shall be subject to disciplinary action as prescribed by Florida Statute.

**STATUTORY AUTHORITY:**

**1001.41, 1001.42, F.S.**

**LAW(S) IMPLEMENTED:**

**39.203, 112.313, 119.071, 768.095, 1001.42,  
1006.061, 1012.01, 1012.22, 1012.27,  
1012.795, 1012.796, F.S.**

**STATE BOARD OF EDUCATION RULE(S):**

**6A-10.081**

**HISTORY:**

**ADOPTED: 11/18/08**

**REVISION DATE(S): 1/28/2014, 6/28/2016**

**FORMERLY: NEW**



## CHAPTER 6.00 – PERSONNEL

### GRIEVANCE PROCEDURE FOR PERSONNEL

6.50\*

#### POLICY:

Whenever an employee or applicant feels that he or she has a complaint, every effort is to be made to arrive at a satisfactory resolution of the problem on an informal basis. When this cannot be done, employees not covered by a collective bargaining complaint procedure, can resort to the more formal procedures as provided herein. If the collective bargaining agreement is silent on an issue this procedure may be used by the employee.

~~The School Board and the Superintendent recognize the importance of maintaining good morale among their employees. Therefore, problems which occur require the sincere efforts of all persons concerned to work toward constructive solutions of such problems in an atmosphere of courtesy and cooperation. Whenever an employee or applicant for employment feels that he / she has a complaint, every effort shall be made to arrive at a satisfactory resolution of the problem on an informal basis. When this cannot be achieved, the following more formal procedures shall be implemented.~~

#### I. Definitions:

- A. Complaint ~~“Grievance”~~ shall mean any dispute or disagreement involving the interpretation or application of any existing School Board rule or established practice, ~~including claims of harassment and discrimination.~~ It does not include disputes involving the interpretation or application of a collective bargaining agreement, or any provision thereof. Such disputes shall be resolved through the grievance procedure in the collective bargaining agreement.
- B. Complainant ~~“Grievant”~~ shall mean any employee, applicant for employment or group of employees, the United Teachers of Suwannee County, or the Non-instructional Personnel of the United Teachers of Suwannee County directly affected by the alleged misinterpretation or alleged violation, filing a complaint.

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C. *Employer* shall mean the School Board or its representatives.

D. *Day* shall mean a working day.

### II. Time Limits -

The number of days indicated at each level is to be considered the maximum. Time limits may be extended by mutual agreement between the parties.

### III. Released Time -

The complaint grievance procedure shall normally be completed during non-work time. However, if the School Board elects to carry out such procedures provisions during work time, the grievant complainant shall lose no pay.

### IV. Grievance Complaint Procedures:

- A. Informal discussion - If an employee ~~or applicant for employment~~ believes there is a basis for grievance complaint, he / she shall discuss the grievance complaint with his / her immediate supervisor (except in cases of discrimination or harassment allegations involving the supervisor, in which case they shall report to the Equity Coordinator) or personnel officer within five (5) sixty (60) days of the occurrence of the alleged violation except in cases involving harassment or discrimination in which sixty (60) days will be allowed. ~~The Supervisor shall send a written statement of the discussion to the Equity Coordinator. The Equity Coordinator will correspond with the Supervisor regarding the written statement.~~

## **CHAPTER 6.00 – PERSONNEL**

- B. Level one - If the grievant complainant is not satisfied with the informal resolution he / she may, within ten (10) days, file a formal complaint grievance on the proper form and deliver it to his / her immediate supervisor or alternate personnel officer. The supervisor or alternate shall communicate his / her answer in writing to the grievant complainant within ten (10) days after receipt of the complaint grievance. Class complaints grievances involving more than one (1) supervisor and complaints grievances involving an administrator above the building level may be filed by the grievant complainant at level two. ~~A copy of the Level One written grievance shall be sent to the Equity Coordinator who will be responsible for investigating the grievance.~~
- C. Level two - If the grievant complainant is not satisfied with the resolution at level one, he / she may, within ten (10) days of the answer, file a copy of the complaint grievance with the Superintendent. Within ten (10) days of receipt of the complaint grievance, the Superintendent or designee shall indicate his / her disposition in writing to the grievant complainant.
- D. School Board Appeal - If the grievant complainant is not satisfied with the resolution by the Superintendent, he / she shall have the right to appeal the Superintendent's decision to the School Board; provided a request for placement on the School Board agenda is filed within ten (10) days.
4. ~~Summary - In the event the grievant fails to exhaust all remedies under the grievance procedure provided above, or to abide by the time limits with respect to each step, the grievance shall be presumed to be abandoned and the matter shall be settled in accordance with the District's last answer thereto or in accordance with negotiated agreement. In the event the District fails to give its answer at any step within the time limits~~

## ***CHAPTER 6.00 – PERSONNEL***

~~prescribed, the grievant shall have the right to proceed immediately to the next step. Any time limit may be extended by written mutual agreement of the grievant and the District. Any settlement of a grievance shall be applicable to that grievance only and shall not be binding authority for the disposition of any other grievance.~~

- V. Confidentiality and protection from retaliation will be provided to the extent possible to any employee, student, applicant or affected party who alleges discrimination or harassment.

~~Any interference in the investigation or any retaliation against the grievant will result in disciplinary action.~~

STATUTORY AUTHORITY: 1001.41; 1012.22; 1012.33, F.S.

LAWS IMPLEMENTED: 447.401, 1001.41; 1001.49;  
1012.22; 1012.27; F.S.

<u>History:</u>	Adopted: Revision Date(s): 3/26/02 Formerly: GBM
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## CHAPTER 5.00 – STUDENTS

### GRIEVANCE PROCEDURES FOR STUDENTS

5.251

#### POLICY:

The Suwannee County School board acknowledges the right of all students to expect that neither their persons nor their characters will be violated by other students, school personnel, or campus visitors. When a student or applicant for admission feels that he/she has a complaint, every effort shall be made to resolve the problem on an informal basis. However, if this cannot be achieved, the following formal procedures shall be implemented:

#### A. Definitions:

1. Grievance shall mean any dispute or disagreement involving the interpretation or application of School Board policy or established practice, including claims of harassment and discrimination.
2. Grievant shall mean the student directly affected by the alleged violation.
3. School Board shall mean the Suwannee County School Board and its representatives.
4. Day shall mean a school work day.

#### B. Procedures:

1. Informal Discussion — If a student believes he/she has a basis for a complaint/grievance, he/she shall discuss the grievance with the school principal or appropriate district level administrator within sixty (60) days of the occurrence of the alleged violation. If the complaint involves charges of harassment or discrimination, the person receiving the complaint shall notify the Equity Coordinator of the complaint within 48 hours. In turn, the Equity Coordinator will notify the student in writing of receipt of the complaint within (5) working days.
2. If the student is not satisfied with the informal resolution, he/she may, within ten (10) school days, file a formal grievance on the appropriate form and present it to the school principal or appropriate district level administrator. The administrator receiving the complaint shall

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~~\_\_\_\_\_ communicate his/her answer in writing to the student within ten (10) \_\_\_\_\_  
\_\_\_\_\_ school days after receipt of the grievance. A copy of the answer shall \_\_\_\_\_  
\_\_\_\_\_ be sent to the Equity Coordinator when appropriate.~~

~~3. \_\_\_\_\_ If the student is not satisfied with the resolution in (b), he/she may file \_\_\_\_\_  
\_\_\_\_\_ within ten (10) school days of receipt of the answer a copy of the \_\_\_\_\_  
\_\_\_\_\_ grievance with the Superintendent. Within ten (10) working days of \_\_\_\_\_  
\_\_\_\_\_ receipt of the grievance, the Superintendent or designee shall \_\_\_\_\_  
\_\_\_\_\_ indicate his/her disposition in writing to the grievant, with a copy to \_\_\_\_\_  
\_\_\_\_\_ the Equity Coordinator when appropriate.~~

~~4. \_\_\_\_\_ If the student is not satisfied with the Superintendent's decision, \_\_\_\_\_  
\_\_\_\_\_ he/she shall have the right to appeal the Superintendent's decision to \_\_\_\_\_  
\_\_\_\_\_ the School Board, provided the student files a written request to be \_\_\_\_\_  
\_\_\_\_\_ placed on the Board's meeting agenda. \_\_\_\_\_~~

~~5. \_\_\_\_\_ In the event the student fails to exhaust all remedies under the above \_\_\_\_\_  
\_\_\_\_\_ procedures, or to abide by the time limits with respect to each step, the \_\_\_\_\_  
\_\_\_\_\_ grievance shall be considered abandoned. In the event the \_\_\_\_\_  
\_\_\_\_\_ District fails to give its answer within the prescribed time limits, the \_\_\_\_\_  
\_\_\_\_\_ grievant shall have the right to immediately proceed to the next step.~~

~~6. \_\_\_\_\_ Any time limit may be extended by mutual written agreement of all \_\_\_\_\_  
\_\_\_\_\_ parties.~~

~~C. \_\_\_\_\_ Any interference in the investigation or any retaliation against the grievant \_\_\_\_\_  
\_\_\_\_\_ will result in disciplinary action.~~

~~STATUTORY AUTHORITY: \_\_\_\_\_ 1001.41(2), F.S.~~

~~LAW IMPLEMENTED: \_\_\_\_\_ 1001.42(6); 1001.431; 1001.51; 447.401, F.S.~~

<del>History: _____</del>	<del>Adopted: 3/26/02</del>
<del>_____</del>	<del>Revision Date(s): 2/28/06</del>
<del>_____</del>	<del>Formerly: New _____</del>