SUWANNEE COUNTY SCHOOL BOARD REGULAR MEETING March 27, 2018

AGENDA

Call to Order - 6:00 p.m.

Student remarks and pledge to the flag by Suwannee Middle School

Special Recognition by the Superintendent:

• District Spelling Bee Winners

- ✓ Isabella Baldwin (Melody Christian Academy, 7th grade) First Place
- ✓ Taylar Smith (Branford High School, 7th grade) Runner Up

• Branford High School

 ✓ Chancy Deadwyler – Selected to serve a week in the Legislature as a Messenger in the Florida House of Representatives (representing Suwannee County School District)

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

The Superintendent recommends approval to adopt the Agenda.

The Superintendent recommends approval of the Consent Agenda.

CONSENT AGENDA

Anyone present may approach the Board concerning any item on this agenda. Board members may pull any item on the Consent Agenda for discussion and separate action. 1. The Superintendent recommends approval of the following Minutes: (pgs. 7-25)

February 13, 2018	- Workshop Session
	- Special Meeting
	- Expulsion Issues Hearing (Private)
February 27, 2018	- Public Hearing
	- Regular Meeting

- 2. The Superintendent recommends approval of the monthly financial statement for February 2018.
- 3. The Superintendent presents the following bills for the period February 1-28, 2018:

General Fund	
#169174 - #169362	\$ 467,763.03
Electronic Fund Transfers	3,240,397.19
	\$ 3,708,160.22
Federal Fund	
#50231 - 50327	\$ 112,446.79
Electronic Fund Transfers	443,391.98
	\$ 555,838.77
Food Service Fund	
#32596 - 32631	\$ 196,209.27
Electronic Fund Transfers	172,830.87
	\$ 369,040.14
LCIF	
#7699 - 7707	\$ 14,884.83
Electronic Fund Transfers	0.00
	\$ 14,884.83

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

General	Special Revenues
I-8	IV-8 (Federal)

- 5. The Superintendent recommends approval for disposal of property as per the attached Property Disposition Form dated March 27, 2018. (pg. 26)
- 6. The Superintendent recommends approval to accept the following donated item:

Site	Item	Donor
BHS Score-	Cash Donation (\$1,000)	PCS Administration (USA), Inc.
board Project		

7. The Superintendent recommends approval of the following student transfers for the 2017-2018 school year. Parents will provide transportation.

Zone Reassignment:

FIRST NAME	LAST NAME	ТО	FROM	GRADE
Dymond	Alexander	BES	SPS	K
Lanayha	Lester	BES	SES	2
Tre'Andray	Lester	BES	SIS	5
Daniella	Leon-Espinosa	SMS	BHS	6
Denise	Leon-Espinosa	SMS	BHS	6
Angelina	Cramer	SPS	BES	K

REGULAR AGENDA

<u>**Chief Financial Officer – Vickie DePratter:**</u>

1. The Superintendent recommends approval of the following contracts/agreements for the 2017-2018 school year: (NEW) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2018-110	Online Enrollment Service Agreement between Explain My Benefits, LLC and Suwannee County School Board for
	employee benefits enrollment and administration (New)
	(pgs. 27-35)
#2018-111	Business Associate Agreement between Suwannee County
	School Board and Explain My Benefits for Web Site Employee
	Benefits Information Services (New) (pgs. 36-45)

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

3. The Superintendent recommends approval of the following contract/agreement for the 2017-2018 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2018-115 Clinical Education Agreement between Suwannee County School Board Practical Nurse Education Program and Northeast Florida State Hospital, Macclenny, Florida (*New*) (pgs. 46-51)

Director of Facilities - Mark Carver:

- 4. The Superintendent recommends approval of the following Request for Proposal (RFP)/Bid:
 - #17-209 An additional one year extension to O'Neal Roofing Company for Roofing, Construction, and Repair Services, as allowed in original bid specifications

Director of Food Service - Lisa Dorris:

- 5. The Superintendent recommends approval of the following personnel item for the 2017-2018 school year:
 - a. The following personnel to implement the 2018 Summer Food Service Program:

Site	Personnel	Up to Hours/Week
All sites	3 - Food Service Managers-8 hours	32
	10 - Food Service Workers-7.5 hours	30
	1 - Food Service Monitor-7.5 hours	30
	2 - Substitute Food Service Workers	As needed

(All Food Service positions are subject to program participation.)

Director of Human Resources – Walter Boatright:

- 6. The Superintendent recommends approval of the following personnel item for the 2017-2018 school year:
 - a. Revisions to the following Job Descriptions:
 - Job Description #13 Assistant Superintendent of Instruction (pgs. 52-55)
 Job Description #30 Director of Student Services (pgs. 56-61)
 Job Description #131 Director of Curriculum and Instruction (pgs. 62-65)
 Job Description #169 Coordinator of Exceptional Student Education (ESE) (pgs. 66-69)
 Job Description #170 Coordinator of School Improvement/Title I (pgs. 70-72)
- 7. Personnel Changes List (pgs. 73-76)

School Board Attorney - Leonard Dietzen:

8. Legal Counsel's Report

<u>Superintendent of Schools – Ted Roush:</u>

9. Superintendent's Report

School Board Members:

10. Issues and concerns Board members may wish to discuss

End of Agenda

SUWANNEE COUNTY SCHOOL BOARD WORKSHOP SESSION February 13, 2018

MINUTES

The Suwannee County School Board met in Workshop Session on this date in the School Board Meeting Room, 1729 Walker Avenue, SW, Suite 300, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Tim Alcorn, Catherine Cason, and Ed daSilva, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. School Board Member Ronald White arrived at 9:02 a.m.

Administrators and others present: Walter Boatright, Mark Carver, Lisa Dorris, Janene Fitzpatrick, Mary Keen, Debbie Land, Chris Landrum, John Olson, and T.J. Vickers. Jimmy Pittman, Private Consultant/Retired DOT Representative, was also present.

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

Facilities Department Update......Mark Carver

Mr. Carver provided updates on the following:

- Energy Savings Program
- Employee Workplace Safety Program Handbook revisions
 - ✓ Mr. White asked for a report on incidents/accidents for the District. Mr. Carver responded that a report would be available within the next couple months, and it would be discussed in a future workshop.
- Architects RZK, Inc. Contract
 - ✓ Mr. Roush provided information regarding an update to the New Admin/District Office Building construction project and the proposed contract with Architects RZK, Inc. He proposed that after the pending approval of the contract, we should pause and place the new construction on hold until after the legislative session ends, which would be for approximately 30-60 days. He explained that after attending the Annual Day in the Legislature last week in Tallahassee, along with the funding issues with the Radio Shack building renovations, we need to wait and see what happens. Mr. Carver stated they were in the process of picking a construction manager firm, but would notify the four companies that were short listed that we are postponing the project for a short period of time.

Food Service Department U	Jpdate	Lisa D) orris
rood Service Department (puale	LISA L	101112

Mrs. Dorris provided updates on the following:

- Personnel needs for the Summer Food Service Program
- Various projects within the Food Service Department

Career, Technical, and Adult Education Mary Keen Department Update

Ms. Keen provided updates on the following for RIVEROAK Technical College:

- Quality Assurance Visit No findings from the visit; however, there were concerns with non-traditional enrollments (females in welding, males in medical programs, etc.)
- Spring Term Enrollment
- Student Organizations
- Career Fair to be held February 28, 2018
- Appropriations from the Legislature for the Radio Shack building renovations

Mr. Roush introduced Jimmy Pittman, Private Consultant/Retired DOT Representative, who distributed and review a handout regarding an overview on the proposed circulation modifications and parking areas pertaining to the Branford Elementary School (BES) traffic issue. Discussion followed. Mr. Roush assigned Mr. Carver and Mr. Landrum to set up a meeting with the administration at BES to discuss the matter and to provide a joint update, at a future workshop, regarding their findings.

The workshop recessed at 10:39 a.m. and resumed at 10:47 a.m.

Student Services Department Update......Debbie Land

Mrs. Land introduced Mr. Arnold Philmore, Prevention Coordinator with Vivid Visions, who gave a presentation regarding Teen Dating Violence Prevention.

Mrs. Land provided updates on the following:

- Suwannee Behavior Initiative Committee
- Opportunity School

The workshop recessed at 11:32 a.m. and resumed at 12:32 p.m.

(Note: School Board Member Ed daSilva is no longer present, due to illness.)

Assistant Superintendent of Instruction Janene Fitzpatrick Department Update

Mrs. Fitzpatrick provided updates on the following:

- Distributed and reviewed a handout regarding School Grades Comparison for 2015-2017
- Evaluation Plan for 2017-2018
- Proposed Student Progression Plan Revisions

Human Resources Department Update Walter Boatright

Mr. Boatright provided an update for the Human Resources Department, which included the Best and Brightest Program.

Superintendent Update Ted Roush

Mr. Roush provided information on the following:

- Lions Club Top 10% Banquet will be held May 21, 2018
- District is looking to potentially save dollars with regards to vacancy positions related to attrition
- Budget analysis would be done using a staffing formula
- District has experienced a decrease of approximately \$900,000 due to costs incurred and not budgeted for the relocation of the District Office, Hurricane Irma, as well as the FEFP calculations

- The District has completed its portion of work with regards to Gordon Tractor's purchase of the one acre parcel, and we are waiting on Gordon Tractor at this time
- Distributed and reviewed handout regarding an offer for the District to purchase property in Branford on the corner of Craven Street and Plant Avenue, which is by the First Baptist Church of Branford. The asking price of the property is approximately \$16,000. Consensus of the Board was not to pursue the purchase of the property.
- Proposed to hold a Special Meeting on March 1, 2018, at 5:00 p.m., to adopt a bond resolution, which is required in order to move forward with filing the bond validation to the court pertaining to the financing of the New Admin/District Office Building. Mr. Taylor asked for a detail of expenses incurred so far for the project.
- Distributed and reviewed the District organization chart. Mr. Roush spoke on the need for better communication, conducting ourselves in a professional manner, be respectful of our presenters at workshops and Board meetings, and that direction to principals and directors be given by the superintendent.

The workshop adjourned at 1:53 p.m.

SUWANNEE COUNTY SCHOOL BOARD SPECIAL MEETING February 13, 2018

MINUTES

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

Chairman Taylor called the meeting to order at 1:53 p.m.

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

Chief Financial Officer – Vickie DePratter:

1. MOTION by Mr. White, second by Mr. Alcorn, for approval of the following contract/agreement for the 2018-2019 2017-2018 school year, with the following changes: Mrs. DePratter noted that the agreement should be for the 2017-2018 school year; and contract number should be #2018-113. (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2019-01
#2018-113
#2018-113
Blue Cross and Blue Shield of Florida, Inc., Health Options,
#2018-113
Inc., Accounting and Retention Agreement (Contingent Premium) between Blue Cross Blue Shield of Florida, Inc. d/b/a Florida Blue and Health Options, Inc. and the School Board of Suwannee County (*Renewal*) (pgs. 2-6)

MOTION CARRIED UNANIMOUSLY

Director of Facilities – Mark Carver:

(Presented by Chief Financial Officer – Vickie DePratter)

 MOTION by Ms. Cason, second by Mr. Alcorn, for approval of revisions to the Suwannee County School District Employee Workplace Safety Program Manual for the 2017-2018 school year. (A copy is available for review in the office of the Director of Facilities.) MOTION CARRIED UNANIMOUSLY

The meeting adjourned at 1:57 p.m.

SUWANNEE COUNTY SCHOOL BOARD PUBLIC HEARING February 27, 2018

MINUTES

The Suwannee County School Board held a Public Hearing on this date at Branford High School Cafeteria, 405 North Reynolds Street, Branford, Florida. School Board members present were Chairman Jerry Taylor, Tim Alcorn, Catherine Cason, Ed daSilva, Ronald White, along with Superintendent Ted Roush, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. School Board Attorney Leonard Dietzen was absent.

School Resource Officer Caleb McInnis was also present.

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

Assistant Superintendent of Administration – Bill Brothers:

- 1. Final review of additions and revisions to the Suwannee County School Board Policy Manual as follows: (Copies are available for review in the office of the Assistant Superintendent of Administration.)
 - #3.20 Pledge of Allegiance and Solemnizing Message (*Revised*)

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

<u>Director of Curriculum and Instruction – John Olson:</u>

(Presented by Assistant Superintendent of Instruction – Janene Fitzpatrick)

2. Final review of additions and revisions to the Suwannee County School District Elementary Student Progression Plan and the Suwannee County School District Secondary Student Progression Plan for 2017-2018. (Copies are available for review in the office of the Director of Curriculum and Instruction.) Chairman Taylor called for comments or questions regarding the additions and revisions to the Suwannee County School District Elementary Student Progression Plan and the Suwannee County School District Secondary Student Progression Plan for 2017-2018 and there were none.

The hearing adjourned at 5:57 p.m.

SUWANNEE COUNTY SCHOOL BOARD REGULAR MEETING February 27, 2018

MINUTES

The Suwannee County School Board met in Regular Session on this date in the Branford High School Cafeteria, 405 North Reynolds Street, Branford, Florida. School Board members present were Chairman Jerry Taylor, Tim Alcorn, Catherine Cason, Ed daSilva, and Ronald White, along with Superintendent Ted Roush, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. School Board Attorney Leonard Dietzen arrived at 6:08 p.m.

School Resource Officer Caleb McInnis was also present.

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

Student remarks and pledge to the flag by Branford Elementary School Student Council student organization.

Special Recognition by the Superintendent:

Branford High School - Beta Club State Contest

- James Corbin
- Wyatt Eakins
- Destiny Fennell
- Dawson Hall
- Ginger King
- Ann Marie Kuczynski
- Luke Ramsey
- Leah Trice
- Alivya Ward
- Barrett Young

Branford Elementary School

• Sadie Miller – Selected as a participant for the 2017-2018 Florida Elementary All State Chorus

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

 \succ There were none.

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

MOTION by Mr. daSilva, second by Mr. White, for approval of the Consent Agenda, with the following change: Page 5, Item 7, Zone Reassignment – Both reassignments should be "To: BHS, From: SES." MOTION CARRIED UNANIMOUSLY

CONSENT AGENDA

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

1. Approval of the following Minutes: (pgs. 8-25)

January 9, 2018	- Workshop Session
January 23, 2018	- Workshop Session
	- Regular Meeting

- 2. Approval of the monthly financial statement for January 2018.
- 3. The following bills for the period January 1-31, 2018:

General Fund	
#169045 - #169173	\$ 564,525.95
Electronic Fund Transfers	<u>2,717,466.66</u>
	\$ 3,281,992.61
Federal Fund	
#50181 - 50230	\$ 71,407.01
Electronic Fund Transfers	<u>494,518.05</u>
	\$ 565,925.06

Food Service Fund	
#32580 - 32595	\$ 80,946.86
Electronic Fund Transfers	142,774.95
	\$ 223,721.81
LCIF	
#7695 - 7698	\$ 10,339.10
Electronic Fund Transfers	<u>0.00</u>
	\$ 10,339.10

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

General	Special Revenues
I-7	IV-7 (Federal)

- 5. Approval for disposal of property as per the attached Property Disposition Form dated February 27, 2018. (**pg. 26**)
- 6. Approval of the following contracts/agreements for the 2017-2018 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2018-96	Clinical Education Affiliation Agreement between LP Live
	Oak, LLC d/b/a Surrey Place Care Center and Suwannee
	County School Board Certified Nursing Assistant, Culinary
	Arts, Certified Dietary Manager, Patient Care Technician, and
	Practical Nurse Education Programs (Renewal/Revised)
	(pgs. 27-33)
#2018-105	Career and Technical Education, Career Pathways Articulation
	Agreement between Tallahassee Community College and
	Suwannee County School Board (for secondary school
	instruction) Administrative Office Specialist; Allied Health;
	Digital Design; Nursing Assistant, Acute and Long Term Care;
	and Engineering Technology/Computer Integrated
	Manufacturing (Renewal) (pgs. 34-41)
#2018-106	Career and Technical Education, Career Pathways Articulation
	Agreement between Tallahassee Community College and
	Suwannee County School Board, through RIVEROAK
	Technical College, Digital Design; Administrative Office
	Specialist, and Medical Administrative Specialist (pgs. 42-47)

- #2018-108 Panhandle Area Educational Consortium (PAEC) Participating District Focus Software License Agreement between the School Board of Suwannee County and PAEC (*Renewal/Revised*) (pgs. 48-70)
- 7. Approval of the following student transfers for the 2017-2018 school year. Parents will provide transportation.

FIRST NAME	LAST NAME	ТО	FROM	GRADE
Jaquez	Franks	Suwannee	Lafayette	K
Jatoddriana	Franks	Suwannee	Lafayette	3
Auston	Gambrell	Suwannee	Hamilton	1
Ramiro	Garcia	Suwannee	Hamilton	2
Joseph Lance	Mathis	Suwannee	Hamilton	10
Tyheasa	Smith	Suwannee	Lafayette	4

District Reassignment:

Zone Reassignment:

FIRST NAME	LAST NAME	ТО	FROM	GRADE
Madison	1	SES BES	BES SES	1
Savannah		1	BES SES	3

 Approval of Public Official Bonds for the individuals listed below. (These bonds and certificates have been reviewed by Board Attorney Leonard Dietzen.) (pgs. 71-72)

Public Official Bonds

Ed daSilva, Vice Chairman (November 2017 – November 2018) Jerry Taylor, Chairman (November 2017 – November 2018)

REGULAR AGENDA

Chief Financial Officer – Vickie DePratter:

- 1. The following report presented for informational purposes:
 - a. Suwannee County District School Board Financial and Federal Single Audit for Fiscal Year Ended June 30, 2017 (A copy of the report is available in the office of the Chief Financial Officer.)

Assistant Superintendent of Administration - Bill Brothers:

- 2. MOTION by Ms. Cason, second by Mr. daSilva, for approval of additions and revisions to the Suwannee County School Board Policy Manual as follows: (A copy is available in the office of the Assistant Superintendent of Administration.)
 - #3.20 Pledge of Allegiance and Solemnizing Message (*Revised*)

MOTION CARRIED UNANIMOUSLY

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

- 3. MOTION by Mr. Alcorn, second by Mr. White, for approval of the following contract/agreement for the 2017-2018 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)
 - #2018-112 Clinical Education Agreement between the Suwannee County School Board Practical Nurse Education Program and Smith & Sorenson, LLC d/b/a Rising Oaks Assisted Living, Live Oak, Florida (*New*) (pgs. 73-78)

MOTION CARRIED UNANIMOUSLY

Director of Curriculum and Instruction – John Olson:

(Presented by Assistant Superintendent of Instruction – Janene Fitzpatrick)

4. MOTION by Mr. White, second by Mr. daSilva, for approval of additions and revisions to the Suwannee County School District Elementary Student Progression Plan and the Suwannee County School District Secondary Student Progression Plan for 2017-2018. (Copies are available for review in the office of the Director of Curriculum and Instruction.) MOTION CARRIED UNANIMOUSLY

Director of Facilities - Mark Carver:

- 5. MOTION by Mr. daSilva, second by Ms. Cason, for approval of the following contract/agreement for the 2017-2018 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)
 - #2018-114 Agreement for Design/Professional Consultant Services between the Suwannee County School Board and Architects RZK, Inc. for the New Admin/District Office Building (*New*) (pgs. 79-102)

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

- 6. MOTION by Mr. White, second by Mr. Alcorn, for approval of the following personnel item for the 2017-2018 school year:
 - a. Twelve day laborers to work on summer projects under the direction of the Director of Facilities

MOTION CARRIED UNANIMOUSLY

Director of Human Resources – Walter Boatright:

7. MOTION by Mr. daSilva, second by Ms. Cason, for approval of the Personnel Changes List (pgs. 103-107) MOTION CARRIED UNANIMOUSLY

PERSONNEL CHANGES APPROVED:

RECOMMENDATIONS FOR THE 2017-2018 SCHOOL YEAR:

<u>RETIREMENTS: INSTRUCTIONAL:</u>

Branford High School: Nina Tuttle, Teacher, August 10, 2018

Suwannee Primary School: Pamela Lovelace, Teacher, effective February 21, 2018

RESIGNATIONS: NON-INSTRUCTIONAL:

Branford Elementary School: Denrich Lumpkin, Custodian, effective January 16, 2018

<u>Suwannee Primary School:</u> Lisa Fortner, Food Service Manager, effective February 5, 2018

Suwannee High School: Nichole Smith, 3 Hour Food Service Worker, effective January 17, 2018

Tammy Turner, ESE Paraprofessional, effective February 5, 2018

Transportation: James Stratton, Bus Driver, effective, February 14, 2018

RETIREMENTS: NON-INSTRUCTIONAL:

<u>Suwannee High School:</u> Kathy Sellgren, Nurse, effective August 1, 2018

<u>Transportation:</u> Michael Martin, Bus Driver, effective January 25, 2018

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford Elementary School: Kelly Hakes, Nurse, effective January 29, 2018 REPLACES: Amanda Evans <u>Suwannee Primary School</u>: Julia Gay, Paraprofessional, effective February 2, 2018, temporary REPLACES: Monica Djulvez

<u>Suwannee Middle School</u>: Chanda Johnson, Custodian, effective January 18, 2018 REPLACES: Pamela Carusso

<u>Transportation:</u> Amber Allen, Bus Attendant, effective January 12, 2018, temporary REPLACES: Debra Hill

Yvan Theoret, Bus Driver, effective February 7, 2018

SUSPENSIONS:

Suwannee High School: Joan Innes, Teacher, effective February 12, 2018 and February 13, 2018, with pay

Sarah Trimm, Teacher, effective February 1, 2018 and February 13, 2018, without pay

SUPPLEMENTARY:

<u>NAME</u> Emily Blackmon Andrew Chapman	<u>POSITION</u> Teacher Teacher	<u>LOCATION</u> Suwannee Virtual Suwannee Virtual	<u>REPLACES</u>
Keith Cherry	Girls Track Coach	Suwannee High	Eric Rodriguez
Terrance Derico	Varsity Football Assistant Coach	Suwannee High	Tim Snead
Carlos Diaz	Teacher	Suwannee Virtual	
Angie Hester	Teacher	Suwannee Virtual	
Vanessa Menhennett	Teacher	Suwannee Virtual	
Terrance Mixon	Softball Coach	Suwannee Middle	Kayla Williamson
Robert Phillips	Planning Period	Branford High	
Eric Rodriguez	Girls Assistant Track Coach	Suwannee High	Rayanna Johnson
Sergio Rodriguez	Teacher	Suwannee Virtual	
Daniel Taylor	Teacher	Suwannee Virtual	
Kimberly Tuvell	Teacher	Suwannee Virtual	
Miriam Venero	Teacher	Suwannee Virtual	
Roger Sumner	Teacher	Suwannee Virtual	

LEAVE OF ABSENCE (MEDICAL LEAVE):

Suwannee High School:

Carmen Reyes, tentatively February 20, 2018, through February 26, 2018, without pay, with option of returning sooner if released by doctor.

MISCELLANEOUS:

<u>District Wide/21st Century:</u> The following to work as paraprofessionals in the 21st Century Program District wide:

Kim Clyatt Laritta Hunter

<u>Hospital Homebound:</u> The following to work as teachers in the Hospital Homebound Program District wide:

Amy Allen Frank Allen Cristina Herrington Cindi Hiers Nancy Nielsen Kelly Waters

CORRECTION to the January 23, 2018 Agenda:

<u>Suwannee High School:</u> Joan Innes, teacher, effective January 5, 2018, temporary REPLACES: Carmen Reyes

SUBSTITUTES:

The following as Substitute Bus Attendants:

Markese Hunter Christina Jones Devon Kearney Holly Shepherd

The following employee to work up to 80 additional hours for the purpose of completing clinicals for the CNA program:

Ashley Cato-Conner

VOLUNTEERS:

Alicia Acosta Virginia Alford Angela Baker Sheena Bell Savannah Boone Kirsten Boston Terry Brannan Martha Bressetle Teresa Burt Cathey Carver David Carver Angela Charles Perry Coleman Teresa Colvin Ryan Combee Sean Conner Michelle Davis Erin Davis Christa Derringer Jennifer Ellefson Shealane Elliott Michelle Fina Dusty Fletcher Megan Fortner Tyler Fortner Lesley Fry Alyssa Fulton Christina Gawlkowski Annette Gregorio Lagretta Gross Yesenia Gutierrez Castro Harold Hansard Edward Harris Cindy Hawkins Kara Holtzclaw Jacob Humphries Jeremy Humphries Eric Hunt Raven Jacobs Tanya Jernigan Tori Larsen Nita Mathis Kenyon McFatten Amanda McMillan Isabel Mendoza John Merritt Daniela Moreland Eutus Odom April Olive Ashley O'Quinn Alexander Prins Jerry Ramsey Jason Roberts Lisa Roberts Jamie Roberts Sonny Rodriguez Debra Seaman Lois Seifert Mary Settles Caitlin Spicer Kimberly Stanfield Carole Strickland Donna Terry John Terry Amber Thompson Derenda Timberlake Christine Tornero Misty Ward Erin Ward Amanda Watson Tina Webb Daniel Whitfield Wendy Whitfield Aubrey Wilkerson Paul Williams Margaret Williams Kenneth Wingate Crystal Wood

> End of List 2017-2018 School Year

School Board Attorney - Leonard Dietzen:

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

<u>Superintendent of Schools – Ted Roush:</u>

- 9. Superintendent's Report
 - District-Wide PD Day and Health Fair held recently was outstanding
 - Thanked Branford High School administration, faculty, and staff for their hospitality in hosting tonight's Board meeting
 - Special Meeting will be held this Thursday, March 1, at 5:00 p.m., to address the proposed Bond Resolution
 - Executive Session to be held immediately following tonight's Board meeting

Mr. Taylor called for questions for Mr. Dietzen or Mr. Roush:

Mr. White asked Mr. Dietzen the status of the deed on the forestry plot. Mr. Dietzen responded that the Suwannee River Water Management District Council has not been very cooperative; said he would follow up with the new Executive Director.

School Board Members:

10. Issues and concerns Board members may wish to discuss

- Board members thanked Branford High School administration, faculty, and staff for their hospitality in hosting tonight's Board meeting.
- Board members expressed concern regarding the recent school shooting in south Florida, as well as the need to be cautious and pay attention to our surroundings at all times.
- Mr. Alcorn announced that he would not be in attendance at the Special Meeting on March 1. He questioned the need to have the "Richard Norris" softball field sign repaired/updated; Mr. Roush stated he would check into the matter.
- Mr. Taylor stated that Mr. Roush had met with Sheriff St. John and Police Chief Buddy Williams regarding school safety.

The meeting adjourned at 6:42 p.m.

PROPERTY RECORD #	ITEM DESCRIPTION	ORIGINAL PURCHASE PRICE	ORIGINAL PURCHASE DATE	COST CENTER	REQUESTED DISPOSITION
99005332	BOARD, BULLETIN	\$980.00	2/3/2006	BES	SURPLUS
99006946	SCANNER, TEST SCORING	\$759.22	10/16/2009	BES	SURPLUS
99002962	ACTIVE BOARD (SMART BOARD)	\$2,170.00	6/5/2003	BES	SURPLUS
99001090	SCREENING PROGRAM	\$1,025.00	1/14/2000	BES	SURPLUS
99002727	TELEPROMPTER	\$1,500.00	10/30/2002	BES	SURPLUS
99002778	TELEPROMPTER	\$1,500.00	2/27/2003	BES	SURPLUS
					SURPLUS
	TOTAL	\$7,934.22			

Requested By:

APPROVED BY:

SUPERINTENDENT

BOARD CHAIRMAN

MARK A CARVER, DIRECTOR OF PROPERTY RECORDS

3/27/2018

DATE

ONLINE ENROLLMENT SERVICE AGREEMENT

This Online Enrollment Service Agreement (this "Agreement") is made and entered into as of the date of execution by both parties by and between Explain My Benefits, LLC, a Florida limited liability company ("EMB"), and Suwannee County School Board ("End User"). EMB and End User may be referred to individually as a "Party" or collectively as the "Parties."

<u>RECITALS</u>:

WHEREAS, End User is the Plan Sponsor of one or more group employee benefit plans (collectively, the "Benefit Plans");

WHEREAS, EMB is in the business of designing, building, operating, licensing and maintaining online employee benefits enrollment and employee benefits administration tools utilizing Auto-Bene[™] and eElect[™] services and provides employee benefits related consulting services.

WHEREAS, End User, in addition to retaining EMB for Enrollment and Consulting services related to the Benefit Plans, wishes to obtain from EMB access to the use of the Web-Based Applications as hereinafter defined;

AGREEMENTS:

In consideration of the foregoing recitals and the mutual promises set forth herein and for other good and valuable consideration, the Parties agree as follows:

1. <u>WEB BASED SERVICES</u>.

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1.1 Subject to the terms and conditions of this Agreement, EMB shall provide End User the services as set forth in the Appendix A attached hereto and made a part hereof (collectively, the "Services").

2. <u>SCOPE OF SERVICES.</u>

2.1 During the term of this Agreement, EMB will make the Web Based Services described in Appendix A (collectively, the "Web-Based Services") available to the End User through the web-based applications listed in Appendix A (collectively, the "Web-Based Applications"). The End User agrees that EMB or its licensors may implement enhancements or modifications to the Web Based Applications from time to time.

2.2 EMB shall cooperate and coordinate with End User to obtain from End User the information necessary to enable the use of the Web-Based Applications by End User and the participants in the Benefit Plan in accordance with this Agreement. End User shall cooperate and coordinate with End User to provide timely, accurate and complete enrollment and related information in an acceptable format so as to enable EMB to provide the Web-Based Services to End User. End User shall be solely responsible for the timeliness and accuracy of the information provided to EMB. End User acknowledges and agrees that its failure to timely provide accurate and complete information may result in lapses of coverage, inaccurate enrollments and other adverse outcomes and that End User shall be solely responsible for any such outcomes.

2.3 The Web Based Services will consist of the following services, all or in part, to the extent set forth in Appendix A of this Agreement.

- A. Internet enrollment setup and inquiries or transactions processed through eElect[™] software and the Auto-Bene[™] database.
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- B. Report the results of such interactions to End User in a mutually agreeable manner.
- C. Integrate with Payroll.
- D. Integrate with Insurance Carriers.

The scope of Web Based Services may not be modified without the prior written consent of both Parties.

2.4 End User understands that any and all applications or software used in providing the Web-Based Services (including but not limited to the Web-Based Applications), together with any enhancements or modifications thereto implemented for End User under this Agreement and any underlying intellectual property and proprietary rights (including but not limited to patent rights and copyrights), are the exclusive property of EMB or its licensors. Except as necessary or appropriate to provide the Services to End User under this Agreement, EMB shall not and shall cause its respective employees, agents, representatives and subcontractors, not to disclose nor use the confidential information of End User in any manner (including without limitation, End User's name, logos, trademarks or service marks) without the prior written consent of End User. Information of End User shall not be considered "confidential information" for purposes of the foregoing provision unless either (i) End User conspicuously identifies it as confidential information at the time of transmission to EMB or promptly thereafter, or (ii) the information is of a nature that EMB should, in light of the nature of the information, reasonably understand that it is confidential information (e.g. employee census information, protected health information or the like).

2.5 End User agrees to observe confidentiality with regard to all aspects of EMB products, including, but without limitation: Auto-BeneTM/eElectTM/DataWizard IIITM, and will not attempt to download, decompile, disassemble or reverse engineer Auto-BeneTM/eElectTM/DataWizard IIITM, or any of its components.

2.6 End User acknowledges this Agreement conveys no title to or ownership of any EMB products, including but without limitation: Auto-BeneTM/eElectTM/DataWizard IIITM, its source code, listing(s) and procedure(s) or any part or executable derivative of Auto-BeneTM/eElectTM/DataWizard IIITM, all of which are and will remain the sole property of EMB.

2.7 The End User acknowledges that Auto-BeneTM/eElectTM/DataWizard IIITM and any data interfaces developed, are valuable intellectual property containing trade secrets and proprietary information developed by EMB, and End User agrees it will not modify or attempt to modify Auto-BeneTM/eElectTM/DataWizard IIITM, in any manner.

3. <u>TERM AND TERMINATION</u>.

3.1 <u>Term</u>. The term of this Agreement shall begin on the date first written above and shall continue for 1 year from the benefit effective date of May 1^{st} 2018. Thereafter, it shall automatically renew for subsequent one-year terms unless either party notifies the other in writing at least sixty (60) days in advance of the expiration of the then current term of its intent not to renew.

3.2 <u>Termination by End User</u>. In the event of a material breach of this Agreement by EMB, End User shall provide written notice to EMB describing in reasonable detail the nature of the breach. If EMB fails to cure such breach within the thirty (30) day period following such written notice, End User may terminate this Agreement upon written notice to EMB. 3.3 <u>Termination by EMB</u>. In the event End User shall be in breach or default of any of the terms, conditions or covenants of this Agreement, including, without limitation, End User's failure to pay when due the Fees set forth in Appendix A, and such breach or default shall continue for a period of ten (10) days after the date of EMB's written notice to End User, then in addition to any other rights or remedies it may have, EMB shall have the immediate right, in its sole discretion, to either (A) temporarily suspend or discontinue providing Web Based Services to End User and suspend End User's access to the Web-Based Applications, in which event this Agreement shall continue in full force and effect until terminated by EMB; or (B) terminate this Agreement. The suspension, discontinuance or termination of Web Based Services and access to the Web-Based Applications by EMB in accordance with this Section 3.3 shall not be deemed to be a breach by EMB of its obligations under this Agreement in the foregoing circumstances, nor shall it relieve End User of its obligations to pay the amounts due hereunder as and when they become due.

3.4 <u>Effect of Termination</u>. Except as otherwise expressly set forth in Appendix A, termination of this Agreement shall not relieve End User of its obligation to pay all Fees that have accrued prior to the date of termination or are otherwise owed by End User under this Agreement, as amended by all Amendments. The Parties' rights and obligations under Sections 4, 5, and 6 shall survive termination of this Agreement. Upon termination EMB shall return the data files containing the End User's census information to End User in either a CSV or Excel format that can be accessed easily by the End User. However, in no event will EMB be required to provide any proprietary information or software to the End User.

4. <u>FEES; PAYMENT TERMS</u>.

4.1 <u>Fees</u>. End User shall pay to EMB the fees in the amounts and in accordance with the payment schedule set forth in each Appendix A for the Services defined in this Agreement and Appendix A (as such fees also may be evidenced by EMB's invoices to End User) (collectively, the "Fees").

4.2 <u>Late Payments</u>. All payments of the Fees made after the due date thereof shall be subject to a monthly finance charge at the rate of one and one-half percent (1.5%) per month or the maximum amount allowed by law, whichever is less, commencing upon the date such payment was due and continuing until the amount due is paid in full. In addition, failure of End User to pay in full any Fees within the time period set forth in Appendix A or any relevant Amendment, shall be deemed a material breach of this Agreement by End User for purposes of Section 3.3. In the event End User fails to pay any amounts due and payable hereunder in full when due and payable, EMB shall be entitled to recover from End User all costs and expenses incurred by EMB in connection with any such collection efforts including, but not limited to, legal costs, attorneys' fees, court costs, and collection agency fees.

5. <u>DISCLAIMER; LIMITATION OF LIABILITY</u>.

5.1 <u>Disclaimer</u>. End User acknowledges and agrees that, except as expressly set forth in Appendix A (i) End User's use of the Services is at its own risk; (ii) the Web Based Services are provided on an "AS IS", "AS AVAILABLE" basis without any warranties of any kind, whether express or implied; (iii) EMB does not warrant that the Services will meet End User's requirements, that the Web Based Services will operate in the combinations which End User may select for use, or that the operation of the Web Based Services will be uninterrupted.

5.2 <u>Limitation of Liability</u>. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR RELATING TO

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THIS AGREEMENT OR THE OPERATION OR USE OF THE WEB-BASED SERVICES. WEB-BASED APPLICATIONS AND/OR THE OTHER SERVICES PROVIDED HEREUNDER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, REVENUE OR PROFITS OR LOSS OF DATA OR DIMIUNITION IN VALUE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. End User acknowledges and agrees that the Web-Based Services are dependent upon End User providing timely, accurate and complete enrollment and related information and documentation to EMB. Accordingly, EMB shall have no liability for any untimely, inaccurate or incomplete information provided by End User, its agents or employees or any consequences thereof, including but not limited to lapses in insurance coverage, inaccuracy in enrollment information, and/or failed enrollments. EMB shall have no liability arising out of or relating to this Agreement for any damages arising from the interruption or failure of telecommunications or digital transmission links, internet slowdowns or failures, accuracy of the data on the End User's systems, performance or non-performance of any third party software, tools or products or their impact on the End User's systems, failure to realize savings or other benefits, damage to equipment, and claims against End User by any third party, even if EMB has been advised of the possibility of such damages; or (ii) claims made as subject of a legal proceeding against EMB more than one (1) year after such cause of action first accrued. Notwithstanding any other provision of the Agreement, EMB's liability under this Agreement whether under contract law, tort law or otherwise shall not be greater than one hundred percent (100%) of the amount actually received by EMB during the immediately preceding twelve (12) months pursuant to the terms of this Agreement in respect of the particular services performed by EMB from which such liability arose.

5.3 <u>Exclusive Remedies</u>. For breach of the warranties, if any, contained in Appendix A, End User's exclusive remedy, and EMB's entire liability, shall be the correction of errors or conditions that cause such breach of the warranty.

6. <u>MISCELLANEOUS</u>

6.1 <u>Authority</u>. Each individual signing this Agreement on behalf of a corporation, limited liability company, partnership or other entity represents that he or she has the necessary authority to execute this Agreement on behalf of such an entity and that all necessary entity action has been taken approving the execution of this Agreement.

6.2 <u>Waiver</u>. The failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement shall not affect any subsequent breach or the right to require performance or to claim a subsequent breach.

6.3 <u>Force Majeure</u>. 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 that such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including without limitation the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake or natural disasters, or catastrophes; (c) war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes, blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergencies; or (h) interruptions in or shortages of electrical power or telecommunications equipment. The Impacted Party shall use commercially reasonable efforts to end the failure or delay to mitigate the effects of the Force Majeure Event and shall resume the

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performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following the Force Majeure Event, either Party may terminate this Agreement upon ten (10) days prior written notice.

6.3 <u>Governing Law</u>. This Agreement shall be governed in all respects by and construed in accordance with the laws of the State of FL, without regard to principles or conflicts of law.

6.4 <u>Notices</u>. All notices and other communications required hereunder shall be made in writing and shall be deemed to have been duly given and effective: (i) on the date of delivery, if delivered personally; (ii) on the earlier of the fourth (4th) day after mailing or the date of the return receipt acknowledgment, if mailed, postage prepaid, by certified or registered mail, return receipt requested; (iii) on the following day if sent by nationally recognized overnight courier service such as Federal Express; or (iv) on the date of transmission, if sent by facsimile, e-mail or other similar communications equipment; to the respective parties at the following addresses, or at such other addresses as the parties shall designate by written notice to the other:

If to EMB:	Address: Explain My Benefits, LLC
	2461 W State Route 426 STE 2021

<u>Oviedo, FL 32765</u> Attention: <u>David Howes</u> Telephone: <u>321-296-8060 ext. 130</u> Email: <u>David@explainmybenefits.com</u> Fax: 866-212-2847

If to End User: Address: Suwannee County School Board

1729 Walker Avenue, SW, Suite 200

Live Oak, Florida 32064

Attention: Ted L. Roush

Telephone: <u>386-647-4600</u>

Email: ted.roush@suwannee.k12.fl.us

6.5 <u>Validity</u>. If any part of this Agreement is found to be invalid or unenforceable, then that part of this Agreement shall not affect the validity or enforceability of the remainder of this Agreement in any way unless the invalidity significantly affects the ability of either party to perform as contemplated under this Agreement.

6.6 <u>Assignment</u>. This Agreement shall be binding upon and shall inure to the benefit of EMB and End User and their respective successors and permitted assigns. EMB may assign this Agreement to any successor to all or substantially all of its assets, whether by asset purchase, equity purchase, merger, corporate reorganization or similar transaction, provided that the assignee agrees in writing to assume the obligations of EMB hereunder. Except as provided in the immediately preceding sentence, this Agreement may not be assigned by a Party without the other Party's prior written consent.

6.7 <u>Entire Agreement.</u> This Agreement and Appendix A comprise the entire agreement between the parties with respect to the subject matter hereof and may not be modified or amended except

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by written instrument signed by authorized representatives of the parties. In the event of a conflict between the terms of this Agreement and the terms of Appendix A, the terms of the Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

EMB	End User
Signature	Signature
Printed Name	<u>Ted L. Roush</u> Printed Name
Title:	Title: Superintendent of Schools
	Date:
Date:	
	 Signature
	Jerry Taylor Printed Name
	Title: Board Chairman
	Date:
	"Approved as to Form and Sufficie

BY

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

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Appendix A

Online Enrollment Service Agreement

Date: _____

SERVICES TO BE PROVIDED

Design Customized Online Enrollment Site

Based upon information provided by End User, EMB will develop a customized Benefit Communication site and an Online Enrollment Website for End User's employees to make their elections during Open Enrollment, beginning in March/April 2018 for benefits to become effective on May 1st 2018. After such time, the site shall function as a life event change module for employees to change their elections, administration to terminate employees and new hires to enroll in benefits.

Import Existing Employee Information

EMB will develop an import process, based on a mutually agreeable file format, to move data into the Online Enrollment system so that employees may make their elections online. After the conclusion of the Open Enrollment, the system will continue to accept additional new hire information in the same or substantially the same format so that employees hired after the Open Enrollment will be able to use the system to elect their benefits.

Information to be included in initial import (complete breakdown to be reviewed)

- Basic Employee Information (name, SSN, hire date, salary, DOB, gender)
- Employee Elections for health, dental, life, LTD, supplemental insurance, FSA etc.
- Address Information
- Dependent Information

To the Extent Possible, Create Data Feed Format(s) Suitable for Sending Files To Client's System(s), Payroll System(s) and Insurance/Benefit Provider(s)

EMB will work with End User to design a suitable import file specification for any internal systems such as HRIS or Payroll. The file(s) will be made available at the end of the Open Enrollment, and subsequent files will be made available on a weekly basis in time for payroll to be processed as needed. The file will contain current election information for employees and their dependents that have enrolled since the previous weekly file process.

Provide Access to Auto-Bene[™] and eElect[™] Web Sites for End User, Client and Employees

EMB will work with End User and Client and train them on the system – specifically the AutoBeneTM Administration functions - to monitor employee elections, and make approvals to enrollments, download periodic updates to import into HRIS/Payroll system, and upload new hire employee information.

Below are the included fees under this Agreement for Web Based Services

Fees

Setup/Configuration Fees - offset by offering of worksite VB

Data Feed Fees - offset by offering of worksite VB

Per Employee Per Month Fee – \$2.25 PEPM (Due Quarterly – starts on 1st of the Enrollment month) – Annual Renewal Maintenance Fee – up to \$3.000 (Pending scope of services of system changes at Reenrollment 2018 and beyond)

- Full positive enrollment where all employees make active benefit decisions on EMB Enroll. This will be accomplished through a combination of self-service, face to face and call center enrollment with professional EMB Benefit Counselors to be coordinated with the End User
- Fees are based on offering of 2 or more worksite Voluntary Benefits. These VB products will be marketed and researched thru Gallagher Benefit Services and EMB to be selected by End User
- The reduced fees listed above will be offset by insurance carrier contributions and Gallagher Benefit Services in order that EMB services are cost neutral to Suwannee County Schools.

The foregoing Fees shall be nonrefundable; provided, however, that upon termination for material breach by EMB in accordance with this Agreement, the Per Employee Per Month Fees shall be prorated through the last day of the month during which such termination occurs, with EMB retaining (or End User paying concurrently with such termination, as applicable) the Per Employee Per Month Fees through the end of such month and the excess of the Per Employee Per Month Fees actually paid over such prorated amount shall be refunded to End User (or shall not be payable to the extent such amounts were not prepaid prior to such termination). IN WITNESS WHEREOF, the Parties hereto have executed this Online Enrollment Work Order as of the day and year first above written.

EMB	End User
Signature	Signature
Printed Name	<u>Ted L. Roush</u> Printed Name
Title: Date:	Title: <u>Superintendent of Schools</u> Date:
	Signature <u>Jerry Taylor</u> Printed Name
	Title: <u>Board Chairman</u> Date:
	"Approved as to Form and Sufficiency BY Leonard J. Dietzen, III Rumberger, Kirk & Caldwell, P.A. Suwannee School Board Attorney"

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BUSINESS ASSOCIATE AGREEMENT

WHEREAS, pursuant to the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, 110 Stat. 2024 (Aug. 21, 1996) ("HIPAA"), the Office of the Secretary of the Department of Health and Human Services has issued: (1) regulations providing Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Subparts A and E of Part 164 ("Privacy Rule"); (2) regulations providing Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Subpart C of Part 164 (the "Security Rule"); and (3) regulations modifying the Privacy Rule, Security Rule, Enforcement and Breach Notification Rules; and

WHEREAS, the privacy and security provisions of HIPAA have been amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) provisions of the American Recovery and Reinvestment Act of 2009, and any and all references in this Agreement to the "HIPAA Rules" shall be deemed to include the Privacy Rule, the Security Rule, HITECH, the Enforcement and Breach Notification Rules, and all existing and future implementing regulations, as they become effective; and

WHEREAS, the HIPAA Rules provide, among other things, that a Covered Entity is permitted to disclose Protected Health Information to a Business Associate and allow the Business Associate to obtain, receive, and create Protected Health Information on the Covered Entity's behalf, only if the Covered Entity obtains satisfactory assurances in the form of a written contract, that the Business Associate will appropriately safeguard the Protected Health Information; and

WHEREAS, <u>Suwannee County School Board</u> (the "Plan Sponsor") maintains one or more Health Plans ("Plans") and has entered into an Agreement with Explain My Benefits ("Business Associate") for Web Site Employee Benefits Information Services (the "Service Agreement"), with this Agreement being an Addendum to the Service Agreement; and

WHEREAS, under the terms of the Service Agreement, Business Associate may receive Protected Health Information in the performance of services on behalf of such Plans, and the Plan Sponsor and Business Associate desire to determine the terms under which they shall comply with the HIPAA Rules;

NOW THEREFORE, the Plan Sponsor (acting on behalf of the Plans) and Business Associate agree as follows:

1. GENERAL HIPAA COMPLIANCE PROVISIONS

1.1. **HIPAA Definitions.** Except as otherwise provided in this Agreement, all capitalized terms contained in this Agreement shall have the meanings set forth in the HIPAA Rules.

1.2. **HIPAA Readiness.** Business Associate agrees that it will be fully compliant with the requirements of the HIPAA Rules that apply to Business Associates by the compliance dates established under such rules to the extent necessary to enable the Plans to comply with their obligations under the HIPAA Rules.

1.3. **Changes in Law.** Business Associate agrees that it will comply with any changes in HIPAA Rules by the compliance date established for any such changes. If, due to such a change, either or all of the parties are no longer required to treat Protected Health Information in the manner provided for in this Agreement, the parties shall renegotiate this Agreement, subject to the requirements of Section 5. Any such renegotiation shall occur as soon as practicable following the occurrence of the change.

1.4. **Nature of Relationship.** The parties acknowledge that:

1.4.1. Each Plan is a Group Health Plan and a Covered Entity;

1.4.2. The Plans, if more than one, may be collectively part of an Organized Health Care Arrangement ("OHCA");

1.4.3. Business Associate is a Business Associate of one of more of the Plans;

and

1.4.4. Plan Sponsor is the plan sponsor (as defined in section 3(16)(b) of Employee Retirement Income Security Act of 1974 29 USC § 1001 *et seq.*, as amended ("ERISA")) of each Plan, is not a Covered Entity, and acts in the capacity of a plan sponsor as defined in the HIPAA Rules.

1.4.5. Whenever reference is made in this Agreement to actions or undertakings of a Plan, to reports or information provided by the Business Associate to a Plan, or to instructions to the Business Associate from a Plan, the reference to the Plan shall be to the person or entity designated in such Plan's documents as having responsibility for Plan administration or, if no designation is made therein, the Plan Sponsor.

2. OBLIGATIONS OF BUSINESS ASSOCIATE

2.1. Permitted Uses and Disclosures of Protected Health Information.

2.1.1. **Uses and Disclosures on Behalf of the Plan**. The Business Associate shall be permitted to use and disclose Protected Health Information for services Business Associate is providing to pursuant to the Service Agreement, which may include but not be limited to Treatment, Payment activities and/or Health Care Operations, and as otherwise required to perform its obligations under this Agreement and the Service Agreement.

2.1.2. **Other Permitted Uses and Disclosures**. In addition to the uses and disclosures set forth in Section 2.1.1, Business Associate may use or disclose Protected Health Information received from, or created or received on behalf of, the Plan under the following circumstances:

2.1.2.1. Disclosures to the Plan Sponsor. Business Associate may

provide:

i. Summary Health Information to the Plan Sponsor upon Plan Sponsor's written request which specifies that the purpose of the request is either: (a) to obtain premium bids for providing health insurance coverage to a Plan; and/or (b) to modify, amend or terminate a Plan; ii. Information to the Plan Sponsor on whether an individual is participating in a Plan or is enrolled or has disenrolled from any insurance coverage offered by the Plan; and

iii. Protected Health Information to the Plan Sponsor for purposes of Plan Administration Functions, provided that the Plan Sponsor has provided to Business Associate: (a) a copy of Plan Sponsor's certification to the applicable Plan under 45 CFR 164.504(f)(2) relating to the required amendment of such Plan's plan documents (the "Certification"), and (b) a list of employees of or descriptions of positions with Plan Sponsor who are authorized in accordance with the applicable plan documents to receive Protected Health Information from the Business Associate in connection with Plan Administration Functions of such Plan.

2.1.2.2. Use of Protected Health Information for Management, Administration, and Legal Responsibilities. Business Associate is permitted to use Protected Health Information if necessary for the proper management and administration of Business Associate or to carry out its legal responsibilities.

2.1.2.3. Disclosure of Protected Health Information For Management, Administration, and Legal Responsibilities. Business Associate is permitted to disclose Protected Health Information if necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities, provided that the disclosure is required by law, or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person will notify Business Associate immediately of any instance of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.1.2.4. **Data Aggregation Services.** Business Associate is also permitted to use or disclose Protected Health Information to provide data aggregation services, as that term is defined by 45 CFR 164.501, relating to the health care operations of a Plan.

2.1.2.5. **Commercial Purposes.** Business Associate is only permitted to receive direct or indirect remuneration for any exchange of PHI not otherwise authorized under HITECH without individual authorization, if (i) specifically required for the provision of services under the underlying Service Agreement; (ii) for treatment purposes; (iii) providing the individual with a copy of his Protected Health Information; or (iv) otherwise determined by the Secretary in regulations.

2.1.3. **Further Uses Prohibited.** Except as provided in Sections 2.1.1 and Section 2.1.2, Business Associate is prohibited from further using or disclosing any information received from the Plan, or from any other Business Associate of the Plan, for any commercial purposes of Business Associate, including, for example, "data mining." Business Associate shall not engage in any sale (as defined in HIPAA Rules) of Protected Health Information. Business Associate shall not use or disclose Genetic Information for underwriting purposes in violation of the HIPAA Rules.

2.2. **Minimum Necessary.** Business Associate shall only request, use, and disclose the minimum amount of Protected Health Information necessary to accomplish the purposes of the request, use, or disclosure. Business Associate and Plan Sponsor acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with HITECH and the HIPAA Rules.

2.3. **Prohibited, Unlawful, or Unauthorized Use and Disclosure of Protected Health Information**. Business Associate shall not use or further disclose any Protected Health Information received from, or created or received on behalf of, the OHCA or a Plan, in a manner that would violate the requirements of the Privacy Rule if done by the OHCA or such Plan.

2.4. **Required Privacy Safeguards.** Business Associate will develop, implement, maintain, and use appropriate safeguards to prevent use or disclosure of Protected Health Information received from, or created or received on behalf of, the OHCA or a Plan or other than as provided for in this Agreement or as required by law, including adopting policies and procedures regarding the safeguarding of Protected Health Information; and providing training to relevant employees, independent contractors, and subcontractors on such policies and procedures to prevent the improper use or disclosure of Protected Health Information. To the extent Business Associate will carry out one or more of Plan Sponsor's obligations under the Privacy Rule, the Business Associate will comply with the requirements of the Privacy Rules that apply to the Plan Sponsor in the performance of such obligations.

2.5. **Mitigation of Improper Uses or Disclosures.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.6. **Reporting of Unauthorized Uses and Disclosures.** Business Associate shall promptly report in writing to the applicable Plan any use or disclosure of Protected Health Information not provided for under this Agreement, of which Business Associate becomes aware, but in no event later than fifteen (15) business days of first learning of any such use or disclosure. Business Associate agrees that if any of its employees, agents, subcontractors or representatives use or disclose Protected Health Information received from, or created or received on behalf of, a Plan, or any derivative De-identified Information in a manner not provided for in this Agreement, Business Associate shall ensure that such employees, agents, subcontractors and representatives shall receive training on Business Associate's procedures for compliance with the HIPAA Rules, or shall be sanctioned or prevented from accessing any Protected Health Information Business Associate receives from, or creates or receives on behalf of, a Plan. Continued use of Protected Health Information in a manner contrary to the terms of this Agreement shall constitute a material breach of this Agreement.

2.7. Security Rule.

2.7.1. **Security Safeguards.** Business Associate agrees to implement administrative, physical, and technical safeguards set forth in the Security Rule that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on behalf of any Plan, the OHCA or Plan Sponsor.

2.7.2. **Security Incidents.** Business Associate agrees to report to the OHCA and Plan Sponsor any unauthorized access, use, disclosure, modification, or destruction of information or interference with information system operations which affect Electronic Protected Health Information created, received, maintained, or transmitted on behalf of the OHCA or any Plan of which Business Associate becomes aware. Business Associate agrees to also report to the OHCA and Plan Sponsor any attempted unauthorized access affecting Electronic Protected Health Information created, received, maintained, or transmitted on behalf of the OHCA or any Plan of Which Business Associate becomes aware. Business Associate agrees to also report to the OHCA and Plan Sponsor any attempted unauthorized access affecting Electronic Protected Health Information created, received, maintained, or transmitted on behalf of the OHCA or any Plan of

which Business Associate becomes aware; provided that Business Associate determines that the attempted access was material and credible.

2.8. **Breach Notifications.** Business Associate agrees to notify the applicable Plan and the Plan Sponsor of any Breach of Unsecured Protected Health Information within 10 days from the date of discovery.

2.8.1. **Information About Breach.** Business Associate shall provide a report to the Plan within twenty-five (25) days of discovery of a Breach except when despite all reasonable efforts by Business Associate to obtain the information required, circumstances beyond the control of Business Associate necessitate additional time. Under such circumstances Business Associate shall provide to the Plan the required information as soon as possible and without unreasonable delay, but in no event later than thirty-five (35) calendar days from the date of discovery of the Breach. A Breach will be treated as discovered in accordance with 45 CFR §164.410. The report shall include: (i) the date of the Breach; (ii) the date of discovery of the Breach; (iii) a list of each individual whose Unsecured Protected Health Information has been or is reasonably believed to have been used, accessed, acquired, or disclosed during the Breach; (iv) a description of the type of Unsecured Protected Health Information involved; (v) the identity of who made the non-permitted use or disclosure and who received the non-permitted disclosure (if known); and (vi) any other details necessary to complete an assessment of the risk of harm to the affected individual.

2.8.2. **Notification to Individual and Others.** Unless otherwise agreed between the Plan Sponsor and Business Associate, the Plan shall be responsible to provide notification to individuals whose Unsecured Protected Health Information has been disclosed, as well as the Secretary of Health and Human Services and the media, as required by 45 CFR 164 Subpart D.

2.8.3. **Investigation and New Procedures.** Business Associate agrees to investigate the Breach and to establish procedures to mitigate losses and protect against future Breaches, and to provide a description of these procedures and the specific findings of the investigation to Business Associate in the time and manner reasonably requested by the Plan.

2.9. **Plan Participant Requests**. The Plans, Plan Sponsor and Business Associate acknowledge that Plan participants have certain rights under the Privacy Rule to access, amend and receive an accounting of certain disclosures of their Protected Health Information. Business Associate further understands that the Plans have developed specific policies and procedures to be followed for Plan participants who make such requests as an exercise of their rights under the Privacy Rule. A request by a Plan participant or such participant's personal representative made in accordance with such policies and procedures to access, amend or receive an accounting of disclosures of the participant's Protected Health Information is referred to herein as a "Formal HIPAA Request."

2.9.1. Access to Protected Health Information. Within ten (10) days of a Plan's request on behalf of an individual, Business Associate agrees to make available to the Plan (or, at the direction of the Plan, the Plan participant) any relevant Protected Health Information in a Designated Record Set received from, or created or received on behalf of the Plan in accordance with the Privacy Rule. If Business Associate receives, directly or indirectly, a request from an individual requesting Protected Health Information, Business Associate shall notify the Plan in writing promptly of such request no later than 5 business days of receiving such request. If a Plan requests an electronic copy of Protected Health Information that is maintained electronically in a Designated Record Set in the Business Associate's custody or control, Business Associate will provide an electronic copy in the form and format specified by the Plan if it is readily producible in

such format; if it is not readily producible in such format, Business Associate will work with the Plan to determine an alternative form and format that enables the Plan to meet its electronic access obligations under 45 CFR §164.524.

2.9.2. Amendment of Protected Health Information. Within ten (10) days of a Plan's request, Business Associate agrees to make available to the Plan any relevant Protected Health Information in a Designated Record Set received from, or created or received on behalf of the Plan so the Plan may fulfill its obligations to amend such Protected Health Information pursuant to the Privacy Rule. At the direction of such Plan, Business Associate shall incorporate any amendments to Protected Health Information into any and all Protected Health Information Business Associate maintains. If Business Associate receives, directly or indirectly, a request from an individual for an amendment to Protected Health Information, Business Associate shall notify the Plan in writing promptly of such request no later than five (5) business days of receiving such request. Each Plan shall have full discretion to determine whether the requested amendment shall occur.

2.9.3. Accounting of Disclosures. Business Associate shall maintain, beginning as of the date Business Associate first receives Protected Health Information from a Plan or the Plan Sponsor, an accounting of those disclosures of Protected Health Information it receives from, or creates or receives on behalf of the Plans which are not excepted from disclosure accounting under the Privacy Rule. Within ten (10) days of a Plan's request, Business Associate shall make available to such Plan, or, at the direction of such Plan, the Plan participant, the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528. If Business Associate receives, directly or indirectly, a request from an individual requesting an accounting of disclosures of Protected Health Information, Business Associate shall notify the applicable Plan in writing promptly of such request no later than 5 business days of receiving such a request. Business Associate shall not provide such an accounting based on an individual's Formal HIPAA Request unless directed by such Plan. Each Plan shall have full discretion to determine whether the requested accounting shall be provided to the requesting individual. Business Associate will maintain the disclosure information for at least 6 years following the date of the accountable disclosure to which the disclosure information relates.

2.10. **Restrictions and Confidential Communications.** Business Associate shall, upon notice from a Plan in accordance with Section 3.3, accommodate any restriction to the use or disclosure of Protected Health Information and any request for confidential communications to which such Plan has agreed in accordance with the Privacy Rule.

2.11. **Subcontractors.** Business Associate will require each of its agents, including any subcontractor (if permitted under the applicable Service Agreement), to whom it provides Protected Health Information received from, or created or received on behalf of, a Plan to agree, in a written agreement with Business Associate, to comply with the Security Rule, and to agree to all of the same restrictions and conditions contained in this Agreement or the HIPAA Rules that apply to Business Associate with respect to such information.

2.12. **Data Transmission.** The parties agree that Business Associate shall, on behalf of the Plans, transmit data for transactions that are required to be conducted in standardized format under the HIPAA Rules.

2.12.1. **Standardized Format.** Business Associate shall comply with the HIPAA Rules for all transactions conducted on behalf of the Plans that are required to be in standardized format.

2.12.2. **Subcontractors.** Business Associate shall ensure that any of its subcontractors to whom it delegates any of its duties under its contract with a Plan, agrees to conduct and agrees to require its agents or subcontractors to comply with the HIPAA Rules for all transactions conducted on behalf of such Plan that are required to be in standardized format.

2.13. Audit.

2.13.1. Audit by Secretary of Health and Human Services. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received on behalf of, the Plans available to the Secretary of Health and Human Services upon request for purposes of determining compliance by the Plans with the HIPAA Rules.

2.13.2. Audit by a Plan. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received on behalf of, a Plan available to such Plan within fourteen (14) business days of such Plan's request for the purposes of monitoring Business Associate's compliance with this Agreement.

2.14. **Enforcement.** Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the HIPAA Rules.

3. OBLIGATIONS OF COVERED ENTITY

3.1. **Notice of Privacy Practices**. The Plans shall provide Business Associate with the notice of privacy practices that the OHCA produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

3.2. **Revocation of Permission.** Each Plan shall provide Business Associate with any changes in, or revocation of, permission by any individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures with respect to such Plan.

3.3. Notice of Restrictions and Confidential Communications. Each Plan shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information that such Plan has agreed to in accordance with 45 CFR § 164.522. The applicable Plan shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information and any request for confidential communications to which, in accordance with the Privacy Rule, such Plan has agreed.

3.4. **Permissible Requests By the Plan.** Except as provided in Section 2.1, the Plans shall not request that Business Associate use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

4. AMENDMENT AND TERMINATION

4.1. **Termination for Violation of Agreement.** Without limiting the rights of the parties under the Service Agreement, the Plan Sponsor will have the right to terminate this Agreement and the Service Agreement if Business Associate has engaged in an activity or practice that constitutes a material breach or violation of Business Associate's obligations regarding Protected Health Information under this Agreement and, on notice of such material breach or violation from such Plan

Sponsor, fails to take reasonable and diligent steps to cure the breach or end the violation. The Plan Sponsor will follow the notice of termination procedures (if any) applicable to the Service Agreement. Notwithstanding the termination of this Agreement, Business Associate shall continue to comply with Section 5.2 hereof after termination of this Agreement.

4.2. **Return of Protected Health Information.** At termination of this Agreement or the Service Agreement, whichever shall be first to occur, Business Associate shall return to the Plans all Protected Health Information received from, or created or received on behalf of, such Plans that Business Associate maintains in any form and shall retain no copies of such information. This provision shall also apply to Protected Health Information that is in the possession of any Subcontractor of Business Associate. Further, Business Associate shall require any such Subcontractor to certify to Business Associate that it has returned or destroyed all such information. If such return is not feasible, Business Associate shall notify the Plan Sponsor thereof and Business Associate shall destroy such Protected Health Information and/or extend the protections of this Agreement to such Protected Health Information retained by Business Associate and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

5. MISCELLANEOUS PROVISIONS

5.1. **Third-Party Beneficiary.** No individual or entity is intended to be a third-party beneficiary to this Agreement.

5.2. **Severability.** If any provisions of this Agreement shall be held by a court of competent jurisdiction to be no longer required by the HIPAA Rules, the parties shall exercise their best efforts to determine whether such provision shall be retained, replaced, or modified.

5.3. **Procedures.** The parties shall comply with procedures mutually agreed upon by the parties to facilitate the Plans' compliance with the HIPAA Rules, including procedures for employee sanctions and procedures designed to mitigate the harmful effects of any improper use or disclosure of the Protected Health Information of any Plans.

5.4. **Choice of Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of Florida, except to the extent federal law applies.

5.5. **Headings.** The headings and subheadings of the Agreement have been inserted for convenience of reference only and shall not affect the construction of the provisions of the Agreement.

5.6. **Cooperation.** The parties shall agree to cooperate and to comply with procedures mutually agreed upon to facilitate compliance by the Plans with the HIPAA Rules, including procedures designed to mitigate the harmful effects of any improper use or disclosure of the Plans' Protected Health Information.

5.7. **Notice.** All notices, requests, demands, approvals, and other communications required or permitted by this Agreement shall be in writing and sent by certified mail or by personal delivery. Such notice shall be deemed given on any date of delivery by the United States Postal Service. Any notice shall be sent to the following address (or such subsequent address provided by the applicable party):

5.7.1. If to Plan Sponsor:

Privacy Officer

Suwannee County School Board 1729 Walker Avenue, SW, Ste. 200 Live Oak, FL 32064 Attn: Ted L. Roush

5.7.2. If to Business Associate

Explain My Benefits LLC 2461 W. SR 426 STE 2021 Oviedo, FL 32765 Attn: David Howes

5.8. **Conflict.** In the event of any conflict between the provisions of the Service Agreement and this Agreement, the terms of this Agreement shall govern to the extent necessary to assure the Plans' compliance with the HIPAA Rules.

IN WITNESS WHEREOF, the undersigned, having full authority to bind their respective principals, have executed this Agreement as of this ____ day of _____, 2018.

Plan Sponsor:

By:

Printed Name: <u>Ted L. Roush</u> Title: <u>Superintendent of Schools</u> Date:

By:

Printed Name: <u>Jerry Taylor</u> Title: <u>Board Chairman</u>

Business Associate:

Explain My Benefits
By:

Printed Name: <u>David Howes</u> Title: <u>President</u> Date: _____ "Approved as to Form and Sufficiency BY_____

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

4252988.1

SCSB 2018-115 (NEW)

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

Northeast Florida State Hospital Macclenny, Florida

This Agreement commences on the date of execution, between the Suwannee County School Board (SCSB) and Northeast Florida State Hospital Macclenny, Florida (Healthcare Agency).

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

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Practical Nurse students may acquire clinical experience at the facilities of the Healthcare Agency; and,

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

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

I. GENERAL CONDITIONS

- 1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
- 2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
- 3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of fifteen months, April 1, 2018 through June 30, 2019; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.
- 4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

- 5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
- 6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
- 7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
- 8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education program.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

- 1. To share in the responsibility for the education of health care students in the Practical Nurse Education program through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.
- 2. Students shall be selected for the programs by the RTC.
- 3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
- 4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
- 5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
- 6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
- 7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
- 8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

- 1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.
- 2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

- 3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
- 4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
- 5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
- 6. To be responsible for the educational supervision of students in the program.
- 7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be made to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
- 8. Maintain individual records of classes, student activities, and competencies.
- 9. Maintain strict confidentiality regarding all patient-centered information.
- 10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

V. LIABILITY OF PARTIES

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

VI. INDEMNIFICATION

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

VII. PUBLIC RECORDS

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

VIII. GOVERNING LAW AND VENUE

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

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

SCSB 2018-115 (NEW)

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD

Live Oak, Florida

BY: _____ DATE: _____

Superintendent of Schools

DATE:

Suwannee County School Board

> "Approved as to Form and Sufficiency BY_____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney" Northeast Florida State Hospital

7487 FL 121 Macclenny, FL 32063

BY:	DATE:	
TITLE:		

Suwannee County School Board Approved on ______.

EXHIBIT A

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

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

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2017), you must comply with Florida's public records law.

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

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

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

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes (2017), for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

SCHOOL DISTRICT OF SUWANNEE COUNTY ASSISTANT SUPERINTENDENT OF INSTRUCTION

JOB DESCRIPTION

QUALIFICATIONS:

- (1) Master's Degree from an accredited educational institution.
- (2) Certification in Administration/Supervision, Leadership, School Principal, or Professional School Principal.
- (3) Minimum of three (3) years of school level administrative experience preferred.
- (4) Or other appropriate certification required by the Florida Department of Education.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of national, state, and local educational goals and objectives. Knowledge of learning theory, program planning, curriculum development, and management of instructional programs relevant to Pre-K – Adult and Exceptional Student Education. Knowledge of statutory and regulatory requirements in area of responsibility. Knowledge of Management Information Systems for student data/F.T.E. Knowledge of current state goals in technology. Ability to interpret and implement laws, rules, and policies. Ability to supervise people. Ability to plan and present information to a variety of audiences. Ability to facilitate various size groups using facilitative leadership skills. Skills in written and oral communication, planning, and organization. Knowledge of current educational trends, methods, research, and technology. Indepth knowledge of assigned curriculum, program, or service area. Ability to collect, analyze and interpret data. Ability to work collaboratively with others.

REPORTS TO:

Superintendent

JOB GOAL

To ensure that the curriculum implemented in the classrooms in the District meets the educational needs of all students.

SUPERVISES:

Director of Student Services/School Psychologist Director of Elementary and Early Childhood Education Curriculum and Instruction Director of Federal Programs <u>Coordinator of School Improvement/Title I</u> 21st Century Project Director Secretary/ Textbook and Certification <u>Administrative Support Specialist-Food Service/Federal Programs</u> Principals

ASSISTANT SUPERINTENDENT OF INSTRUCTION (Continued)

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- * (1) Direct the overall activities of planning, developing, implementing, and evaluating all District instructional programs and curriculum.
- * (2) Assist in determining the types of programs needed by the schools and make appropriate recommendations.
- * (3) Report on status of District programs and services at the request of the Superintendent.
- * (4) Oversee the coordination of research activities pertaining to programs and special projects of the District.
- * (5) Review and analyze contracts and agreements with other agencies or institutions.
- * (6) Coordinate and oversee FTE audits, surveys, and reports, including instructional applications, annual estimates, and collection and analysis of data.
- * (7) Oversee the student data system and project FTE for the District.
- * (8) Oversee the development and implementation of the Digital Classroom Plan required by the State.
- * (9) Coordinate <u>Supervise</u> with the Federal Title Programs.
- *(10) Coordinate <u>Supervise</u> the Department of Student Services/ESE departments.
- *(11) Assist with management of the Human Resources Department and Teacher Training.
- *(12) Supervise the teacher certification department.
- *(13) Maintain <u>Oversee</u> and update the Student Progression Plan.
- *(14) Oversee the development and implementation of the Supplemental Academic Instructional Plan required by the State.
- *(15) Oversee the 21st Century After-School Program.
- *(16) Provide leadership in identifying and acquiring appropriate teaching materials, textbooks and equipment.
- (17) Shall assume additional responsibilities as designated by the Superintendent.
- *Note: All District-level duties and responsibilities for the instructional program require collaborative planning and effort from the Assistant Superintendent for <u>of</u> Instruction, the Director of <u>Elementary Education</u> <u>Curriculum and Instruction</u>, and the <u>Director of Assessment/Curriculum</u> <u>Specialist</u>, <u>Director of Student Services</u>, and the <u>Director of Federal Programs</u>.

Intra/Inter-Agency Communication and Delivery

- *(18) Conduct meetings with principals, curriculum coordinators and guidance counselors to assist with curriculum program implementation and improve communication.
- *(19) Interpret Florida Statutes, State Board of Education rules, Suwannee County School Board rules, and other regulations to principals and other personnel.
- *(20) Assist in the interpretation of programs, philosophy, and policies of the District to staff, students, and the community.
- *(21) Establish and maintain procedures for referral and cooperative planning with other state and local agencies.
- *(22) Oversee the reporting to regulating agencies, including the Florida Department of Education and the Advance-ED Accreditation.

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ASSISTANT SUPERINTENDENT OF INSTRUCTION (Continued)

*(23) Work closely with District and school staffs to support school improvement initiatives and processes.

Professional Growth and Development

- *(24) Keep well informed about current trends in curriculum and best instructional practices.
- *(25) Attend meetings and conferences which promote professional growth and will benefit the District.
- *(26) Promote and support professional development for self and others.
- *(27) Select, preview, evaluate, and disseminate relevant professional materials.

Systemic Functions

- *(28) Assist in the preparation of the School Board agenda, including the preparation of instructional services action.
- *(29) Assist the Superintendent in organizational analysis and development.
- *(30) Supervise assigned personnel, conduct annual performance appraisals and make recommendations for appropriate employment action.
- *(31) Prepare or oversee the preparation of all required reports and maintain all required records.
- (32) Perform other tasks consistent with the goals and objectives of this position.

Leadership and Strategic Orientation

- *(33) Provide leadership, oversight, and direction for academic services in the District.
- *(34) Serve on the Superintendent's Executive Leadership Team.
- *(35) Model and maintain high standards of professional conduct.
- *(36) Demonstrate initiative in recognizing needs or potential for improvement and take appropriate action.
- *(37) Use appropriate interpersonal styles and methods to guide individuals and groups to task accomplishment.
- *(38) Facilitate problem solving by groups or individuals.
- (39) Shall assume additional responsibilities as assigned by the Superintendent.

PHYSICAL REQUIREMENTS:

Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force as frequently as needed to move objects.

TERMS OF EMPLOYMENT:

Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

Job Description Supplement No. 11

ASSISTANT SUPERINTENDENT OF INSTRUCTION (Continued)

*Essential Performance Responsibilities

Revised/SCSB Approved 2/25/03 Revised SCSB Approved XX/XX/XX

SCHOOL DISTRICT OF SUWANNEE COUNTY DIRECTOR<u>, OF</u> STUDENT SERVICES/SCHOOL PSYCHOLOGIST JOB DESCRIPTION

QUALIFICATIONS:

- (1) Educational Specialist Master's Degree from an accredited educational institution.
- (2) Certification as School Psychologist in the appropriate level of Administration/Supervision, Educational Leadership, School Principal, Professional School Principal or other appropriate certification required by the Florida Department of Education.
- (3) Or other appropriate certification required by the Florida Department of Education. Satisfactory criminal background check.
- (4) <u>Three years experience as an assistant principal or school principal, school administrator</u> or district administrator.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of child growth and development tests, test and measurement theory and foundations, and community resources and services available for student assistance. Ability to conduct comprehensive psycho-educational evaluations of students. Ability to verbally communicate and consult effectively with parents and school personnel. Ability to communicate results of evaluation findings in written reports and correspondence to assist students, parents, and school personnel in the resolution of problems in student learning and behavior. Ability to interact successfully with parents, school personnel, and administrators. Skills in communicating effectively orally and in writing. Skills and ability to apply and interpret federal, state, and local laws and policies governing the provisions of educational services to students with disabilities. Knowledge of laws and rules relating to education and other services for persons with disabilities.

REPORTS TO:

Superintendent-Assistant Superintendent of Instruction

JOB GOAL

To provide psychological services to students, parents and faculty in a professional and timely manner. To identify and provide appropriate services to students who are eligible for Exceptional Student Education (ESE) programs and provide support services to staff.

SUPERVISES:

School Psychologist Administrative Secretaries 21st Century Project Director Staffing Specialists Parent Liaison Homeless Education Liaison Lead Psychologist/MTSS TSA/MTSS Coordinator of ESE

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DIRECTOR₇ OF STUDENT SERVICES/SCHOOL PSYCHOLOGIST (Continued)

Administrative Secretary I (2)

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- *(1) Provide diagnostic evaluation of children referred to the psychological services office. Administer and monitor all aspects of assigned federal programs in coordination with district staff.
- *(2) Make diagnosis regarding academic difficulties and remediation strategies. <u>Prepare and submit grant applications for new programs and/or additional funding.</u>
- *(3) <u>Prepare and submit annual grant applications and amendments for each program.</u>
- *(4) <u>Prepare and submit all federal and state reports as required.</u>
- *(5) <u>Maintain all appropriate records for each program.</u>
- *(6) <u>Attend county and state meetings related to each program.</u>
- *(7) Monitor and participate in identifying schools and selecting students for each program.
- *(8) <u>Visit schools to assist in monitoring program effectiveness and student performance.</u>
- *(9) <u>Coordinate ESOL K-12 Program (English for Speakers of Other Languages).</u>
- *(10) <u>Coordinate Migrant Education Program.</u>
- *(11) Interpret diagnostic tests to parents and school personnel.
- *(12) Prepare written reports of findings and recommendations.
- *(13) Provide periodic reviews and reevaluation of students in exceptional student programs.
- *(14) Provide individual and group counseling when appropriate.
- *(15) Provide crisis intervention counseling to students.
- *(16) Assist in the coordination of crisis response/counseling.
- *(17) Contract and coordinate psychological testing with private providers.
- *(18) Evaluate students to determine their potential as a threat to other students and faculty and report to Superintendent and/or Board.
- *(19) Coordinate TAP (Teenage Parent) Child Care Services.
- *(20) Monitor students and take truancy cases before the judge.
- *(21) Update the secondary Student Conduct and Discipline Code.
- *(22) Oversee the 21st Century After School Program.
- *(23) Establish, coordinate and evaluate Exceptional Student Education programs including the development of administrative guidelines and procedures.
- *(24) Develop uniform procedures for screening, referral, assessment, identification and placement of students for Exceptional Student Education program.
- *(25) Prepare and implement the IDEA grant for the District.
- *(26) Provide appropriate parent services to parents of Exceptional Student Education services.
- *(27) Develop and implement agreements/contracts with school districts and private service providers.
- *(28) Assist schools with mediation processes.
- *(29) Assure that all due caution and procedures for due process have been afforded the parents of students as it relates to the Exceptional Student Education program.
- *(30) Initiate new programs and continuously plan for an expanded program for exceptional students.

DIRECTOR, OF STUDENT SERVICES/SCHOOL PSYCHOLOGIST (Continued)

- *(31) Serve as administrator for the development of all state and federal grants related to exceptional student programs and services.
- *(32) Plan with principals in providing appropriate programs and related services for exceptional students.
- *(33) Assist in the coordination of transportation for students in county and multi-district programs.
- *(34) Assist in the evaluation and selection of textbooks and other instructional materials to be recommended for adoption in Exceptional Student Education programs.
- *(35) Monitor the articulation of Exceptional Student Education programs.
- *(36) Shall assume additional responsibilities as assigned by the Superintendent.

Inter/Intra-Agency Communication and Delivery

- *(37) Serve as a member of the staffing committee to interpret diagnostic information and review educational plans and assist in appropriate placement.
- *(38) Work closely with community agencies and area physicians to facilitate in the diagnostic process, to enhance communication, and enhance individual or school wide program development.
- *(39) Interact with parents, outside agencies, business and community to enhance the understanding of District initiatives and priorities and to elicit support and assistance.
- *(40) Respond to inquiries and concerns in a timely manner, including attendance, truancy and expulsion issues.
- *(41) Keep supervisor informed of potential problems or unusual events.
- *(42) Serve on district, state or community councils or committees as assigned or appropriate.
- *(43) Supervise the coordination of appropriate Child Find, interagency, and intervention services for all eligible children aged three (3) to 21.
- *(44) Provide administration for students participating in multi-district programs.
- *(45) Serve as a resource person to interpret Exceptional Student Education and Student Services programs to school personnel and the community.
- *(46) Maintain a close working relationship with school personnel to ensure information exchange, coordination of efforts, and general support for the decision-making process.
- *(47) Establish and maintain a close working relationship with community and governmental agencies to coordinate exceptional education services to students and families.
- *(48) Work closely with federal programs, elementary education and secondary education to ensure coordination of efforts.
- *(49) <u>Provide consultation and coordinate services with participating non-public schools.</u>
- *(50) <u>Respond to inquiries and concerns in a timely manner.</u>
- *(51) <u>Serve on district committees as assigned.</u>
- *(52) <u>Serve as a liaison between the schools, the District and the Florida Department of</u> <u>Education.</u>
- *(53) <u>Assist in development, implementation and evaluation of professional development</u> <u>activities.</u>
- *(54) <u>Use effective, positive interpersonal communication skills.</u>

DIRECTOR₇ OF STUDENT SERVICES/SCHOOL PSYCHOLOGIST (Continued)

*(55) Work closely with district and school staffs to support school improvement initiatives and processes.

Professional Growth and Development

- *(56) Keep abreast of research, best practices, and legal issues related to assigned areas.
- *(57) Provide in service training professional development programs for District and/or school staff.
- *(58) Attend training sessions, conferences and workshops as assigned or appropriate to keep abreast of current practices, programs and legal issues.
- *(59) Assure the provision of in-service training professional programs for Exceptional Student Education personnel.
- *(60) Keep up-to-date and well-informed about trends and best practices, including changes in statutes, rules, and policies related to Exceptional Student Education.
- *(61) Maintain a network of peer contacts through professional organizations.
- *(62) Promote and support the professional growth of self and others.
- *(63) Assist principals and other appropriate personnel in keeping abreast of requirements and best practices in Exceptional Student Education.
- *(64) <u>Maintain expertise in assigned areas to fulfill position goals and objectives.</u>
- *(65) <u>Facilitate the development, implementation and evaluation of staff development</u> <u>activities in assigned areas.</u>

Systemic Functions

- *(66) Assist in the safe keeping of student records and dissemination of student record guidelines on a District wide basis.
- *(67) Write or update documents, including, but not limited to, crisis intervention procedures, student records updates or School Board policy as needed.
- *(68) Appear before the School Board as needed.
- *(69) Represent the District in a positive and professional manner.
- *(70) Develop or assist in developing the department budget and monitor its implementation as required.
- *(71) Supervise assigned personnel, conduct annual performance appraisals and make recommendations for appropriate employment actions including interaction with social workers and guidance personnel.
- *(72) Prepare or oversee the preparation of all required reports and maintain all appropriate records.
- *(73) Monitor evaluation of each program and initiate program improvement strategies.
- *(74) Follow federal and state laws and School Board policies.
- *(75) <u>Demonstrate support for the school system and its goals and priorities.</u>

DIRECTOR₇ OF STUDENT SERVICES/SCHOOL PSYCHOLOGIST (Continued)

- *(76) Assist in projecting F.T.E. and personnel needs for Exceptional Student Education programs.
- *(77) Provide input in the planning, modification, and construction of educational facilities.
- *(78) Assist in the recruitment, recommendation and supervision of Exceptional Student Education personnel and assess the need for additional personnel.
- *(79) Maintain a budget and provide allocations for assigned Exceptional Student Education staff.
- *(80) Perform other tasks consistent with the goals and objectives of this position.

Leadership and Strategic Orientation

- *(81) Coordinate and supervise the activities of the School Psychologist.
- *(82) Assist in implementing the District's goals and strategic commitment.
- *(83) Set high standards and expectations and promote professional growth for self and others.
- *(84) Utilize appropriate strategies and problem-solving tools to make decisions regarding planning, utilization of finds, delivering services and evaluation of services provided.
- *(85) Demonstrate initiative in identifying potential problems or opportunities for improvement and take appropriate action.
- *(86) Use appropriate styles and methods to motivate, gain commitment and facilitate task accomplishment.
- *(87) <u>Exercise proactive leadership in promoting the vision and mission of the district.</u>
- *(88) Follow attendance, punctuality and other qualities of an appropriate work ethic.
- *(89) <u>Maintain confidentiality regarding school/workplace matters.</u>

PHYSICAL REQUIREMENTS:

Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force as frequently as needed to move objects

TERMS OF EMPLOYMENT:

Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

*Essential Performance Responsibilities

SCSB Approved 3/25/02 Revised SCSB Approved 2/28/06

DIRECTOR, OF STUDENT SERVICES/SCHOOL PSYCHOLOGIST (Continued)

Revised SCSB Approved 1/27/09 Revised SCSB Approved 3/24/09 Revised SCSB Approved XX/XX/XX

SCHOOL DISTRICT OF SUWANNEE COUNTY DIRECTOR OF CURRICULUM AND INSTRUCTION

JOB DESCRIPTION

QUALIFICATIONS:

- (1) Master's Degree from an accredited educational institution.
- (2) Certification in the appropriate level of Administration/Supervision, <u>Educational</u> Leadership, School Principal, Professional School Principal or other appropriate certification required by the Florida Department of Education.
- (3) Satisfactory criminal background check.
- (4) Three years experience as an assistant principal or school principal, <u>school administrator or</u> <u>district administrator</u>.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of the teaching/learning process in the school setting. Knowledge of local, state and national policies which impact education. Ability to communicate effectively with a variety of audiences in both oral and written form. Ability to facilitate groups to consensus. Knowledge of state-of-the-art research and best practices in areas of responsibility. Knowledge of statutory and regulatory requirements in areas of responsibility. Knowledge of Management Information Systems for student data/F.T.E. Knowledge of current state goals in technology. Ability to analyze statistical data for trends and performance in various programs and to develop strategies for improvement. Ability to understand and interpret Florida statutes related to curriculum requirements and school operations. Ability to understand and interpret School Board policy, including the Student Progression Plan and Code of Student Conduct. Ability to represent the District at state and regional functions. Knowledge of current educational trends and research. Ability to train others in grant applications. Knowledge of and ability to use word processing, databases and spreadsheet applications.

REPORTS TO:

Superintendent Assistant Superintendent of Instruction

JOB GOAL

To provide leadership and oversight in a cooperative effort of planning, developing, implementing and evaluating quality educational programs and services for schools in the District. To coordinate efforts, identify sources of, and secure external funding to meet District and school needs and to provide leadership and oversight in a cooperative effort of planning, developing, implementing and evaluating quality educational programs and services in the District.

SUPERVISES:

Instructional and Curriculum Specialist, and Secretary/Certification Contact <u>21st Century Project</u> <u>Coordinator of District Professional Development and K-12 Reading</u> <u>Coordinator of District K-12 Math</u> <u>Coordinator of District K-12 Technology</u> <u>Coordinator of Data, Assessment and Accountability</u> <u>Administrative Secretary I</u>

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- * (1) Coordinate and develop the District's basic instructional program PK-12.
- * (2) --- Be responsible for developing FTE projections with school and district staff.
- * (3) Visit schools to assist in monitoring program effectiveness and student performance.
- * (4) Coordinate and assist with the adoption, development, revision, and publication of instructional program materials.
- * (5) Coordinate Southern-Association of Colleges and Schools accreditation activities for secondary schools.
- * (6) Coordinate special projects and programs as needed.
- * (7) Provide implementation of the District's Student Progression Plan.
- * (8) Coordinate and maintain the Suwannee County School Board Strategic Plan.
- * (9) Research, prioritize, and distribute information from publications which identify sources of funding and bring to the attention of the staff possible funding sources or requests for proposals.
- * (10) Seek additional sources of revenue for the District by writing grants and serve as a technical assistant to others who are writing grants.
- * (11) Assist in providing leadership to the appropriate personnel in identifying curriculum needs and developing proposed solutions which may be funded by special grant monies.
- * (12) Provide opportunities to use technology to gather and share information with others.
- * (13) Facilitate instructional, non-instructional, and students access to the use of electronic resources.
- * (14) Explore and evaluate new technologies and their educational impact.
- * (15) Use technology to review student assessment data to determine corrective expenditures.
- * (16) Serve as District spokesperson for Crisis Intervention
- * (17) Coordinate and oversee FTE audits, surveys, and reports, including instructional applications, annual estimates, and collection and analysis of data.
- * (18) Oversee the student data system and project FTE for the District.
- * (19) Supervise the teacher certification department.
- * (20) Maintain and update the Student Progression Plan.
- * (21) Oversee the development and implementation of the Supplemental Academic Instructional Plan required by the State.
- * (22) Provide leadership in identifying and acquiring appropriate teaching materials, textbooks and equipment.
- * (23) Coordinate <u>Assist with the</u> development of the Elementary and Secondary Code of Conduct.
- * (24) Assist in the oversight of Federal Projects.
- * (25) Coordinate District Communications Plan.
- * (26) Serve as Community Affairs Liaison.
- * (27) Shall assume additional responsibilities as designated by the Superintendent.

Inter/Intra-Agency Communication and Delivery

- * (28) Conduct meetings with principals, curriculum coordinators and guidance counselors to assist with curriculum program implementation and improve communication.
- * (29) Serve as liaison between the schools, the District, and the Florida Department of Education.
- * (30) Coordinate and collaborate with other District-level staff to ensure consistency of purpose and practice.
- * (31) Meet regularly with school principals and curriculum coordinators.

- * (32) Interface with community agencies as necessary or appropriate.
- * (33) Assist in maintaining appropriate coordination among the basic instructional program and various special programs.

Professional Growth and Development

- * (34) Keep well informed about current trends in education.
- * (35) Assist in the development, implementation, and evaluation of staff development activities.
- * (36) Promote and support professional development for self and others.
- * (37) Attend meetings and conferences which promote professional growth and will benefit the District.

Systemic Functions

- * (38) Supervise assigned personnel, conduct annual performance appraisals and make recommendations for appropriate employment action.
- * (39) Prepare or oversee the preparation of all required reports and maintain all required records.
- * (40) Serve on District committees as assigned.
- * (41) Assist in interviewing and recommending personnel.
- * (42) Assist in the interpretation of policies, programs, and goals to staff and the public.
- * (43) Provide input for the development of the District budget.
- * (44) Demonstrate punctuality, regular attendance, and carry out assigned duties.

Leadership and Strategic Orientation

- * (45) Provide leadership and direction for the planning, development, implementation, and evaluation of the District's instructional program.
- * (46) Assist school in resolving problems and satisfactorily addressing complaints.
- * (47) Provide leadership to school administrators in matters of emerging curriculum/instructional issues.
- * (48) Model and maintain high standards of professional conduct.
- * (49) Demonstrate initiative in recognizing needs or potential for improvement and take appropriate action.
- * (50) Use appropriate interpersonal styles and methods to guide individuals and groups to task accomplishment.
- * (51) Assist in the development of administrative guidelines for schools.

PHYSICAL REQUIREMENTS

Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force as frequently as needed to move objects.

TERMS OF EMPLOYMENT:

Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

DIRECTOR OF CURRICULUM AND INSTRUCTION (Continued)

SCSB Approved 3/24/09 Revised SCSB Approved 5/26/09 Revised SCSB Approved 5/14/13 Revised SCSB Approved XX/XX/XX

SCHOOL DISTRICT OF SUWANNEE COUNTY COORDINATOR OF EXCEPTIONAL STUDENT EDUCATION (ESE) JOB DESCRIPTION

QUALIFICATIONS:

- (1) Bachelor's Master's Degree from an accredited educational institution.
- (2) Minimum of three years successful teaching experience.
- (3) Certified by the State of Florida in the appropriate area.
- (4) Or other appropriate certification required by the Florida Department of Education.
- (5) Satisfactory criminal background check.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of current trends and research in exceptional student education, issues related to exceptional education curriculum and instructional techniques; rules, regulations, statutes, policies, special programs, and procedures affecting disabled individuals on a federal, state, or local level. Access to and understanding of litigation affecting disabled individuals. Knowledge of and ability to use student database systems, including, but not limited to, F.T.E. reports, suspension information, and student records. Ability to provide consultation and advice to teachers, parents, principals, and District staff on exceptional student education policies, procedures, rules, regulations, and laws. Ability or organize and conduct meetings, to provide conflict resolution, to communicate, plan and disseminate precise information and interpretation of technical issues related to exceptional student education. Knowledge of how exceptional student education meshes with basic curriculum and assessment.

REPORTS TO:

Director of Student Services

JOB GOAL

To identify and provide appropriate services to students who are eligible for Exceptional Student Education (ESE) programs and provide support services to staff.

SUPERVISES:

Staffing Specialist Secretary Lead Psychologist/MTSS Teacher on Special Assignment/MTSS School Psychologist

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- * (1) Establish, coordinate and evaluate Exceptional Student Education programs including the development of administrative guidelines and procedures.
- * (2) Develop uniform procedures for screening, referral, assessment, identification and placement of students for Exceptional Student Education program.

COORDINATOR OF EXCEPTIONAL STUDENT EDUCATION (ESE) (Continued)

- * (3) Prepare and implement the IDEA grant for the District.
- * (4) Provide appropriate parent services to parents of Exceptional Student Education services.
- * (5) Develop and implement agreements/contracts with school districts and private service providers.
- * (6) Assist schools with mediation processes.
- * (7) Assure that all due caution and procedures for due process have been afforded the parents of students as it relates to the Exceptional Student Education program.
- * (8) Initiate new programs and continuously plan for an expanded program for exceptional students.
- * (9) Serve as coordinator for the development of all state and federal grants related to exceptional student programs and services.
- *(10) Plan with principals in providing appropriate programs and related services for exceptional students.
- *(11) Assist in the coordination of transportation for students in county and multi-district programs.
- *(12) Assist in the evaluation and selection of textbooks and other instructional materials to be recommended for adoption in Exceptional Student Education programs.
- *(13) Monitor the articulation of Exceptional Student Education programs.

Inter/Intra-Agency Communication and Delivery

- *(14) Supervise the coordination of appropriate Child Find, interagency, and intervention services for all eligible children aged three (3) to 21.
- *(15) Provide administration for students participating in multi-district programs.
- *(16) Serve as a resource person to interpret Exceptional Student Education and Student Services programs to school personnel and the community.
- *(17) Maintain a close working relationship with school personnel to ensure information exchange, coordination of efforts, and general support for the decision-making process.
- *(18) Establish and maintain a close working relationship with community and governmental agencies to coordinate exceptional education services to students and families.
- *(19) Work closely with federal programs, elementary education and secondary education to ensure coordination of efforts.

Professional Growth and Development

- *(20) Assure the provision of in-service training professional development programs for Exceptional Student Education personnel.
- *(21) Keep up-to-date and well-informed about trends and best practices, including changes in statutes, rules, and policies related to Exceptional Student Education.
- *(22) Maintain a network of peer contacts through professional organizations.
- *(23) Promote and support the professional growth of self and others.
- *(24) Assist principals and other appropriate personnel in keeping abreast of requirements and best practices in Exceptional Student Education.

Systemic Functions

- *(25) Supervise <u>Assist in assigned personnel</u>, conduct <u>provide in-put on</u> annual performance appraisals and make <u>assist in making</u> recommendations for appropriate employment action.
- *(26) Assist in projecting F.T.E. and personnel needs for Exceptional Student Education

COORDINATOR OF EXCEPTIONAL STUDENT EDUCATION (ESE) (Continued)

programs.

- *(27) Provide input in the planning, modification, and construction of educational facilities.
- *(28) Prepare or oversee the preparation of all required reports and maintain all required records.
- *(29) Assist in the recruitment, recommendation and coordination of Exceptional Student Education personnel and assess the need for additional personnel.
- *(30) Maintain a budget and provide allocations for assigned Exceptional Student Education staff.
- (31) Perform other tasks consistent with the goals and objectives of this position.

Leadership and Strategic Orientation

- *(32) Provide leadership and coordination for the planning, development, implementation, and evaluation of Exceptional Student Education programs and services.
- *(33) Demonstrate initiative in recognizing needs or potential for improvement and take appropriate action.
- *(34) Use appropriate interpersonal styles and methods to guide individuals and groups to task accomplishment.
- *(35) Model and maintain high standards of professional conduct.
- *(36) Contribute to District planning activities, including setting goals and objectives and use of resources.
- (37) Shall assume additional responsibilities as assigned by the <u>Assistant Superintendent</u>.

PHYSICAL REQUIREMENTS:

Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force as frequently as needed to move objects.

TERMS OF EMPLOYMENT:

Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

Job Description Supplement No. 11

*Essential Performance Responsibilities

COORDINATOR OF EXCEPTIONAL STUDENT EDUCATION (ESE) (Continued)

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SCSB Board Approved 2/28/17 Revised SCSB Approved XX/XX/XX

SCHOOL DISTRICT OF SUWANNEE COUNTY COORDINATOR OF SCHOOL IMPROVEMENT/ TITLE I JOB DESCRIPTION

QUALIFICATIONS:

- (1) Bachelor's <u>Master's</u> degree from an accredited educational institution.
- (2) Certified by the State of Florida in the appropriate area.
- (3) Minimum of three (3) years successful teaching experience.
- (4) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of local, state, federal, policies, statutes and guidelines related to field of responsibility. Knowledge of research and best practices in related areas. Ability to relate to staff and community. Ability to analyze and evaluate areas of responsibility and develop strategies for improvement. Ability to communicate orally and in writing. Ability to prepare and submit required paperwork. Knowledge of and ability to use word processing, data bases and spreadsheet applications. Knowledge of large scale assessments. Ability to analyze, interpret and use data for decision-making. Knowledge of applicable laws, rules, policies and procedures. Knowledge of state and District testing programs.

REPORTS TO:

Assistant Superintendent of Instruction

JOB GOAL

To provide leadership and oversight in the planning, development, implementation and evaluation of Federal Programs in the District. To provide student assessment services necessary to meet the major system priorities and needs of the School District of Suwannee County.

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- *(1) Administer and monitor all aspects of federal Title I programs in coordination with district staff.
- *(2) Prepare and submit grant applications for new programs and/or additional funding.
- *(3) Prepare and submit annual grant applications and amendments for each program.
- *(4) Prepare and submit budget for each program.
- *(5) Prepare and submit all federal and state reports as required.
- *(6) Maintain all appropriate records for each program.
- *(7) Attend county and state meetings related to each program.
- *(8) Monitor and participate in identifying schools and selecting students for each program.
- *(9) Demonstrate initiative in the performance of assigned responsibilities.
- *(10) Monitor Parent Involvement Activities as outlined in the Title I Program.
- *(11) Visit schools to assist in monitoring program effectiveness and student performance.
- *(12) Coordinate ESOL K-12 Program (English for Speakers of Other Languages).
- *(13) Coordinate Migrant Education Program.

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COORDINATOR OF SCHOOL IMPROVEMENT/TITLE I (Continued)

- *(14) Coordinate District school improvement and accountability, including the formulation and implementation of all school improvement plans.
- *(15) Shall assume additional responsibilities as assigned by the Superintendent.

Inter/Intra-Agency Communication and Delivery

- *(16) Provide consultation and coordinate services with participating non-public schools.
- *(17) Exercise a service orientation when working with others.
- *(18) Respond to inquiries and concerns in a timely manner.
- *(19) Keep supervisor informed of potential problems or unusual events.
- *(20) Serve on district committees as assigned.
- *(21) Serve as a liaison between the schools, the District and the Florida Department of Education.
- *(22) Assist in development, implementation and evaluation of professional development activities.
- *(23) Collaborate with participants in the various programs.
- *(24) Use effective, positive interpersonal communication skills.
- *(25) Work closely with district and school staffs to support school improvement initiatives and processes.

Professional Growth and Development

- *(26) Plan and supervise appropriate inservice activities for program staff.
- *(27) Maintain expertise in assigned areas to fulfill position goals and objectives.
- *(28) Facilitate the development, implementation and evaluation of staff development activities in assigned areas.
- *(29) Attend training sessions, conferences and workshops as assigned or appropriate to keep abreast of current practices, programs and legal issues.
- *(30) Participate in cross-training activities as required.

Systemic Functions

- *(31) Supervise assigned personnel, conduct annual performance appraisals and make recommendations for employment action.
- *(32) Monitor evaluation of each program and initiate program improvement strategies.
- *(33) Follow federal and state laws and School Board policies.
- *(34) Represent the district in a positive and professional manner.
- *(35) Demonstrate support for the school system and its goals and priorities.

Leadership and Strategic Orientation

- *(36) Assist in implementing the district's goals and strategic commitment.
- *(37) Exercise proactive leadership in promoting the vision and mission of the district.
- *(38) Set high standards and expectations and promote professional growth for self and others.
- *(39) Follow attendance, punctuality and other qualities of an appropriate work ethic.
- *(40) Maintain confidentiality regarding school/workplace matters.
- *(41) Demonstrate initiative in identifying potential problems or opportunities for improvement and take appropriate action.

*Essential Performance Responsibilities

COORDINATOR OF SCHOOL IMPROVEMENT/TITLE I (Continued)

PHYSICAL REQUIREMENTS:

Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force as frequently as needed to move objects.

TERMS OF EMPLOYMENT:

Salary and benefits shall be paid consistent with the district's approved compensation plan. Length of the work year and hours of employment shall be those established by the district.

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

SCSB Approved 10/23/07 Revised SCSB Approved 1/27/09 Revised SCSB Approved 3/24/09 Revised SCSB Approved 2/28/17 Revised SCSB Approved XX/XX/XX

SUWANNEE COUNTY SCHOOL DISTRICT



1729 Walker Avenue, SW, Suite 200 • Live Oak, Florida 32064 Telephone: (386) 647-4600 • Fax: (386) 364-2635 www.suwannee.k12.fl.us

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TED L. ROUSH Superintendent of Schools

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

RONALD WHITE DISTRICT 5

JERRY TAYLOR

CATHERINE CASON

DISTRICT 1

DISTRICT 2

DISTRICT 3

TIM ALCORN

ED DA SILVA DISTRICT 4

LEONARD J. DIETZEN, III BOARD ATTORNEY

MEMORANDUM

TO: Ted Roush, Superintendent of Schools

FROM: Walter Boatright, Director of Human Resources

DATE: March 7, 2018

RE: Personnel Changes List for March 27, 2018

RECOMMENDATION:

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

SUWANNEE COUNTY SCHOOL BOARD Personnel Changes March 27, 2018

TO: District School Board of Suwannee County

FROM:

Ted L. Roush, Superintendent of Schools

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

RECOMMENDATIONS FOR THE 2017-2018 SCHOOL YEAR:

RESIGNATION: ADMINISTRATIVE:

<u>Curriculum and Instruction:</u> John Olson, Director of Curriculum and Instruction, effective April 23, 2018

RESIGNATIONS: INSTRUCTIONAL:

<u>Suwannee High School:</u> Carmen Reyes, Teacher, effective February 28, 2018

Suwannee Intermediate School: Violet Tipton, Teacher, effective February 26, 2018

RESIGNATION: NON-INSTRUCTIONAL:

<u>RIVEROAK Technical College:</u> Ta-Trease Sapp, Paraprofessional, effective March 1, 2018

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford Elementary School: Kendra Rife, Custodian, effective March 1, 2018 REPLACES: Denrich Lumpkin

Suwannee High School: Cody Gamble, ESE Paraprofessional, effective February 20, 2018, temporary REPLACES: Tammy Turner

Suwannee Primary School: Leona Ash, Food Service Manager, effective March 19, 2018 REPLACES: Lisa Fortner

<u>Transportation:</u> Amber Allen, Bus Driver, effective March 5, 2018 REPLACES: Shateea Butler

Rashunda Bowden, Bus Driver, effective February 27, 2018 REPLACES: Mike Martin Paul Mercer, Bus Driver, effective February 27, 2018 REPLACES: Iva Ortagus Cannon

SUPPLEMENTARY:

<u>NAME</u>	POSITION	LOCATION	REPLACES
Kim Boatright	Boys Tennis Coach	Suwannee High School	Katherine Haney
Kim Boatright	Girls Tennis Coach	Suwannee High School	Katherine Haney
Tommy Brett	JV Girls Soccer	Suwannee High School	
Nahjawan Dukes	Boys Asst. Track Coach	Suwannee High School	Kyler Hall
Eric Ivey	Varsity Football Asst. Coach	Suwannee High School	•
Elaine Owens	JV Girls Basketball	Suwannee High School	
Abigail Rodriguez	Color Guard	Suwannee High School	
Abigail Rodriguez	Dancing Dolls	Suwannee High School	

LEAVE OF ABSENCE (FAMILY MEDICAL LEAVE):

Suwannee Elementary School:

Robyne Edwards, tentatively February 5, 2018, through March 9, 2018, without pay, with option of returning sooner.

Suwannee Intermediate School:

Jessica Davis, tentatively March 5, 2018, through May 31, 2018, without pay, with option of returning sooner if released by the doctor.

LEAVE OF ABSENCE (MEDICAL LEAVE):

Branford Elementary School:

Pamela Norton, tentatively February 8, 9, 12, 13, 14, 15, 16, 27, 28, March 1, 2, 5, without pay, with option of returning sooner if released by doctor.

LEAVE OF ABSENCE (PERSONAL LEAVE):

Suwannee High School:

Jessica McManaway tentatively April 30, 2018, through May 31, 2018, without pay, with option of returning sooner if released by doctor.

MENTOR	<u>MENTEE</u>	SCHOOL
Vicky Carter	Brandi Hart	SES
Susan Michelle Mowry	Patricia Hines	SES
Melinda Berry	Julie Davidson	SES
Joyce McIntosh	Tammy Flowers	SES
Amanda Hurst	Megan Collins	SES
Shannon White	Skyler Phillips	SIS
Violet Tipton	Michelle Jessup	SIS
Ashley Wooley	Brenda Morris	SIS
MJ Kinard	John Shivy	SIS
Pam Hendrick	Dede Jolicoeur	SIS
Lesley Fry	Morgan Williams	SMS
Meri Harrell	Tyler Winburn	SMS

SUBSTITUTES:

The following as Substitute Bus Attendants:

Shyann Ault Jerell Anderson Connie Coley Arthur Simone

The following as Substitute Nurses:

Miriam Aaron Margaret Barber Jason Bashaw Pamela Brown Patricia Corker Lynette Harvey Megan Horne Rebekah Mercer Adrianne O'Steen

STUDENT WORKER:

Alexis Dalton, RIVEROAK Technical College/Early Childhood Education/My Play School

VOLUNTEERS:

Denille Alcorn Douglas Andrews James Aultman Sarah Bailey Timothy Barga Clifford Bean Mary Bibeault Adrienne Burke-Godwin Angela Burkett April Cannon Mayra Castaneda Leslie Creeley Rebecca Cummings Heather Davis Cara Disken Trevor Douglas Steven Edwards Nicholas Fernandez Duane Fernandez **Richard Gamble** Debra Gamble Jonathan Godwin Andrea Guzman

Cindy Hawkins Elizabeth Humphrey **Cameron Humphries** Tori Humphries Amber Ingram Josie Jenkins Virginia Johnson Robin Johnson William Johnson Corinia Johnson Sandra Kabick Kevin Knighton Madelyn Lashley DonnaJean Leslie Alaina Marcozzi Laurie Munham James Nielsen Michael Ogden Fred O'Quinn Keith Paschal Ashton Petersen Chevenne Pittman William Roberson

> End of List 2017-2018 School Year

Guadalupe Romulo Vazquez Crystal Rosado Crystal Russell Chelsea Sapp Tamos Sapp Rebecca Sapp Billy Shaw Mandy Slaughter Catherine Smith Melissa Snodgrass Sammy Tanner **Timothy Taylor** Angela Thomas Alice Thompson Cory Thompson Kimberley Tuckey Gerardo Vargas Aura Villalobos Christine West Willie Willis Lori Yohn