

SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
June 23, 2015

AGENDA

Call to Order – 5:55 p.m.

Director of Human Resources – Dr. Bill Brothers:

1. Final review of additions and revisions to the Suwannee County School Board Policy Manual as follows: (A copy is available for review in the office of the Director of Human Resources.) **(pg. 13)**

#3.05 Administrative Organization

Adjourn

<<< >>>

SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
June 23, 2015

AGENDA

Call to Order - 6:00 p.m.

Student remarks and pledge to the flag Suwannee-Hamilton Technical Center

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

The Superintendent recommends approval to adopt the Agenda.

The Superintendent recommends approval of the Consent Agenda.

CONSENT AGENDA

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

1. The Superintendent recommends approval of the following Minutes:
(pgs. 14-59)

- | | |
|--------------|--|
| May 12, 2015 | - Workshop Session |
| | - Special Meeting |
| May 26, 2015 | - Workshop Session (General Fund Budget 2015-2016) |
| | - Expulsion Issues Hearing (Private) |
| | - Public Hearing |
| | - Regular Meeting |

2. The Superintendent recommends approval of the monthly financial statement for May 2015.
3. The Superintendent presents the following bills for the period May 1-31, 2015:

General Fund

#157360 - 157668	\$ 2,068,179.00
Electronic Fund Transfers	<u>1,707,944.48</u>
	\$ 3,776,123.48

Federal Fund

#46779 - 46885	\$ 187,290.07
Electronic Fund Transfers	<u>333,640.79</u>
	\$ 520,930.86

Food Service Fund

#29606 - 29677	\$ 151,991.76
Electronic Fund Transfers	<u>67,276.71</u>
	\$ 219,268.47

2.0 LCIF

#7132 - 7149	\$	113,703.07
Electronic Fund Transfers		<u>200.47</u>
	\$	113,903.54

4. The Superintendent recommends approval of the following budget amendments for fiscal year 2014-2015:

<u>General</u>	<u>LCIF</u>	<u>Special Revenues</u>
I-11	III-10	IV-7 (Food Service)
		IV-11 (Federal)

5. The Superintendent recommends approval for disposal of property as per the attached Property Disposition Form dated June 23, 2015. (pg. 60-75)
6. The Superintendent recommends approval of the following contract/agreement for the 2014-2015 school year: (RENEWAL) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2015-103 Amendment #1 to Attachment #15-051-A47 to North East Florida Educational Consortium (NEFEC) Contract #731-15-051 between the District School Board of Suwannee County and the District School Board of Putnam County on behalf of NEFEC to provide Virtual Instruction Program (VIP) Services (Janene Fitzpatrick, Designee) (Note: This is an amendment to SCSB Contract #2015-50, which was Board approved on September 9, 2014. This amendment is a result of an audit finding reported to NEFEC from another Florida school district.) (Renewal/Revised) (pgs. 76-78)

7. The Superintendent recommends approval of the following contracts/agreements for the 2015-2016 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

- #2016-32 North East Florida Educational Consortium (NEFEC) 2015-2016 Membership Master Contractual Agreement between the District School Board of Suwannee County and the District School Board of Putnam County on behalf of NEFEC. The agreement includes the following programs: (*Renewal*) (pgs. 79-92)
- NEFEC Resolution
 - NEFEC Main Contract #731-16-051
 - NEFEC Instructional Services Program, Attachment #16-051-A1 to Contract #731-16-051 (Janene Fitzpatrick, Designee)
 - NEFEC Building Code Administrator, Attachment #16-051-A27 to Contract #731-16-051 (Mark Carver, Designee)
- #2016-34 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Dr. Anjana Rana, MD and Dr. Brij Rana, MD, Jasper, Florida (*Renewal/Revised*) (pgs. 93-99)
- #2016-35 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Hamilton Health Enterprises, Inc. d/b/a Suwannee Valley Nursing Center, Jasper, Florida (*Renewal/Revised*) (pgs. 100-104)
- #2016-36 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Andres R. Villar, MD, PA d/b/a Children's Medical Center, Branford, Lake City, and Live Oak, Florida (*Renewal/Revised*) (pgs. 105-109)
- #2016-37 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician Program and ACV Health Services, LLC, Dowling Park, Florida (*Renewal/Revised*) (pgs. 110-114)

- #2016-38 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and LP Live Oak, LLC d/b/a Surrey Place Care Center, Live Oak, Florida (*Renewal/Revised*) **(pgs. 115-119)**
- #2016-39 Clinical Education Agreement between the Suwannee County School Board Practical Nurse Education Program and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center (*Renewal/Revised*) **(pgs. 120-129)**
- #2016-40 Clinical Education Agreement between the Suwannee County School Board Practical Nurse Education Program and Amber S. Ingram d/b/a Horizon Pediatrics, LLC, Live Oak, Florida (*Renewal/Revised*) **(pgs. 130-134)**
- #2016-41 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Lake Shore HMA, LLC d/b/a Shands Lake Shore Medical Center, Lake City, Florida (*Renewal/Revised*) **(pgs. 135-139)**
- #2016-42 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and NF Suwannee, LLC d/b/a Suwannee Health Care Center, Live Oak, Florida (*Renewal/Revised*) **(pgs. 140-144)**
- #2016-43 Clinical Education Agreement between the Suwannee County School Board Practical Nurse Education Program and ACV Health Services, LLC, Dowling Park, Florida (*Renewal/Revised*) **(pgs. 145-149)**
- #2016-44 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Live Oak HMA, LLC d/b/a Shands Live Oak Regional Medical Center (*Renewal/Revised*) **(pgs. 150-154)**
- #2016-45 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Advent Christian Village, Inc. (*Renewal/Revised*) **(pgs. 155-159)**
- #2016-46 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Cheek & Scott Drugs, Inc., Lake City, Florida (*Renewal/Revised*) **(pgs. 160-164)**

- #2016-47 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Cheek & Scott Drugs, Inc., Live Oak, Florida (*Renewal/Revised*) **(pgs. 165-169)**
- #2016-48 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and North Florida Pharmacy of Mayo, Inc. (*Renewal/Revised*) **(pgs. 170-174)**
- #2016-49 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and North Florida Pharmacy of Branford, Inc. (*Renewal/Revised*) **(pgs. 175-179)**
- #2016-50 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and North Florida Pharmacy of Ft. White, Inc. (*Renewal/Revised*) **(pgs. 180-184)**
- #2016-51 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and North Florida Pharmacy, Inc., Main Boulevard, Lake City, Florida (*Renewal/Revised*) **(pgs. 185-189)**
- #2016-52 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and North Florida Pharmacy #2 (West), Highway 90, Lake City, Florida (*Renewal/Revised*) **(pgs. 190-194)**
- #2016-53 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Walgreen Company, Live Oak, Florida (*Renewal/Revised*) **(pgs. 195-199)**
- #2016-54 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Walgreen Company, Lake City, Florida (*Renewal/Revised*) **(pgs. 200-204)**
- #2016-55 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center (*Renewal/Revised*) **(pgs. 205-228)**
- #2016-56 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida and Miles Consulting, LLC (*Renewal/Revised*) **(pgs. 229-239)**

- #2016-57 Agreement between the School Board of Suwannee County, Florida and the Suwannee County Sheriff's Office to hire six full-time School Resource Officers for the 2015-2016 school year (*Renewal/Revised*) (pgs. 240-243)
- #2016-58 Blue Cross and Blue Shield of Florida, Inc. Accounting and Retention Agreement 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. 244-250)

8. The Superintendent recommends approval of the following student transfers for the 2015-2016 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Cody	Africano	Columbia	Suwannee	3
Chase	Broome	Columbia	Suwannee	12
Colin	Broome	Columbia	Suwannee	9
Jeremy	Calhoun	Columbia	Suwannee	4
Shakera	Calhoun	Columbia	Suwannee	7
Hayden	Engskow	Columbia	Suwannee	1
Skyler	Engskow	Columbia	Suwannee	5
Jayce	Fike	Lafayette	Suwannee	1
David	Fletcher	Lafayette	Suwannee	4
Reagan	Fletcher	Lafayette	Suwannee	7
William	Fletcher	Lafayette	Suwannee	10
Aubree	Funkhouser	Columbia	Suwannee	K
Rylee	Funkhouser	Columbia	Suwannee	2
Lyndsey	Gardner	Columbia	Suwannee	12
Byron Shane	Harris	Lafayette	Suwannee	11
Jordan	Herring	Columbia	Suwannee	PK
Destin	Hurst	Columbia	Suwannee	K
E'nadren	Ivey	Columbia	Suwannee	K
Emili Annalise	Jones	Columbia	Suwannee	6
Joleene	Kauffman	Columbia	Suwannee	1

FIRST NAME	LAST NAME	TO	FROM	GRADE
Taylor	Kauffman	Columbia	Suwannee	VPK
Austin	Knowles	Columbia	Suwannee	8
Juliana	Ozbay	Columbia	Suwannee	3
Dylin	Reeves	Columbia	Suwannee	K
Callahan	Register	Columbia	Suwannee	9
Troy	Register	Columbia	Suwannee	12
Dalton	Robertson	Columbia	Suwannee	5
Justin Kyle	Rogers	Columbia	Suwannee	11
Kaylie	Sanders	Columbia	Suwannee	2
Jordan	Smith	Columbia	Suwannee	2
Jordan Anne	Tessier	Columbia	Suwannee	6
Hayley	Touchton	Columbia	Suwannee	8
Tyler	Utle	Columbia	Suwannee	8
JyiQuan	Adkins	Suwannee	Hamilton	6
JyLian	Adkins	Suwannee	Hamilton	K
Colton	Allen	Suwannee	Lafayette	7
Jayson	Harris	Suwannee	Lafayette	5
Kayden	Hill	Suwannee	Madison	8
Khristian	Hill	Suwannee	Madison	8
Trysten	Hill	Suwannee	Madison	12
Sara	Humphreys	Suwannee	Columbia	12
Kolton	Hunter	Suwannee	Hamilton	K
Brianna	Lanier	Suwannee	Lafayette	9
Natalie	Manna	Suwannee	Gilchrist	10
Nyasia	Taylor	Suwannee	Hamilton	PK
Cason	Ward	Suwannee	Lafayette	2
Barrett	Young	Suwannee	Lafayette	7
Braxton	Young	Suwannee	Lafayette	5
Hannah	Young	Suwannee	Lafayette	5

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Wyatt	Lane	SPS	BES	1

REGULAR AGENDA

Chief Financial Officer – Vickie Music DePratter:

1. The Superintendent recommends approval to continue expenditures until approval of the final budget for the 2015-2016 fiscal year. (pg. 251)

Director of Career, Technical, and Adult Education – Walter Boatright:

2. The Superintendent recommends approval of the following personnel items for the 2015-2016 school year:
 - a. Overlap two contracts for the School Bookkeeper position at RiverOak Technical College (name change effective July 1, 2015; previously Suwannee-Hamilton Technical Center) beginning August 3, 2015, through August 31, 2015. (pg. 252)
 - b. Add one permanent Paraprofessional position for the Culinary Arts Program at RiverOak Technical College, effective July 1, 2015. (*Funded with Culinary Arts internal funds.*) (pg. 253)

Director of Curriculum and Instruction – Janene Fitzpatrick:

3. The Superintendent recommends approval to advertise additions and revisions to the Suwannee County School District Secondary Student Progression Plan and the Suwannee County School District Elementary Student Progression Plan for 2014-2015. (pgs. 254-386)

4. The Superintendent recommends approval of the following curriculum item for the 2014-2015 school year:

a. Amend the 2015 Summer School Schedule as follows: **(pg. 387)**

Elementary Programs

• **Pre-Kindergarten (VPK)**

Eligibility: Per DOE guidelines

Schedule: Eight (8) week session:

6/10 – 8/6 at SPS

7:30 a.m. – 4:36 p.m. student day (9 hours)

7:00 a.m. – 5:00 p.m. teacher day (10 hours)

Personnel: Six (6) teachers with 1:10 ratio

Funding: VPK funds

5. The Superintendent recommends approval of the following curriculum item for the 2015-2016 school year:

a. Revised 2015-2016 School Calendar **(pgs. 388-390)**

6. The Superintendent recommends approval of the following personnel item for the 2014-2015 school year:

a. The additional following summer school position for the 2015 summer school term: **(pg. 391)**

<u>Program</u>	<u>Number of Employees/Position</u>
21 st Century (CCLC)	1 – Nurse (SES)

7. The Superintendent recommends approval of the following personnel items for the 2015-2016 school year:

a. Add one Teacher (elementary) position at Suwannee High School for the Elementary Opportunity School. *(Funded with Title I/SHS funds.)*
(pg. 392)

b. Add one Teacher (elementary) position at Branford Elementary School for the Elementary Opportunity School. *(Funded with Title I/District funds.)*
(pg. 392)

- c. Add one Paraprofessional position at Branford Elementary School for the Elementary Opportunity School. (*Funded with Title I/District funds.*) **(pg. 392)**
- d. Add one Teacher (elementary) position (10-month; 7.25 hours/day) for Suwannee Virtual School. (*Funded by General Fund.*) **(pg. 393)**

Director of Human Resources – Dr. Bill Brothers:

- 8. The Superintendent recommends approval of additions and revisions to the Suwannee County School Board Policy Manual as follows: (A copy is available for review in the office of the Director of Human Resources.) **(pg. 13)**

#3.05 Administrative Organization

- 9. The Superintendent recommends approval of the following form:

#7200-012 Suwannee County Schools Public Complaint Form Regarding Curriculum or Instructional Materials (*Revised*) **(pgs. 394-395)**

- 10. The Superintendent recommends approval of the following personnel item for the 2014-2015 school year:

- a. Overlap two contracts for the Principal position at Suwannee High School beginning June 10, 2015, through June 30, 2015. **(pg. 396)**

- 11. The Superintendent recommends approval of the following personnel items for the 2015-2016 school year:

- a. Job Description #12 – Assistant Superintendent of Administration (*Revised*) **(pgs. 397-400)**
- b. Job Description #13 – Assistant Superintendent of Instruction (*Revised*) **(pgs. 401-404)**

- 12. Personnel Changes List **(pgs. 405-418)**

School Board Attorney – Leonard Dietzen:

13. Legal Counsel's Report

Superintendent of Schools – Jerry Scarborough:

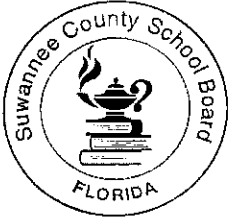
14. Superintendent's Report

School Board Members:

15. Issues and concerns Board members may wish to discuss

End of Agenda

SUWANNEE COUNTY SCHOOL BOARD



Serving The Children Of Our Community

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

JERRY A. SCARBOROUGH
Superintendent of Schools

JERRY TAYLOR
DISTRICT 1

CATHERINE CASON
DISTRICT 2

JULIE ULMER
DISTRICT 3

ED DA SILVA
DISTRICT 4

RONALD WHITE
DISTRICT 5

LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Jerry Scarborough, Superintendent of Schools *JAS/BB*
FROM: Bill Brothers, Director of Human Resources *BB*
THRU: Vickie Music DePratter, Chief Financial Officer *VM/BB*
DATE: June 9, 2015
RE: June 23, 2015, Regular Meeting Agenda Item

RECOMMENDATION:

1. The Superintendent recommends approval to adopt the following revisions to the Suwannee County School Board Policy Manual:

3.05 Administrative Organization

BACKGROUND:

This policy revision reflects the new organizational structure that was discussed in workshop.

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
May 12, 2015

MINUTES

The Suwannee County School Board met in Workshop Session on this date in the School Board Meeting Room, 702 – 2nd Street, NW, Live Oak, Florida. School Board members present were Chairman Ed daSilva, Catherine Cason, Jerry Taylor, and Julie Ulmer, along with Superintendent Jerry Scarborough, School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie Music DePratter, and Administrative Secretary Karen Lager. School Board Member Ronald White arrived at 9:06 a.m.

Administrators and others present: Walter Boatright (arrived at 12:45 p.m.), Dr. Bill Brothers, David Campbell, Mark Carver, Lisa Dorris, Janene Fitzpatrick, Katherine Haney (arrived at 12:30 p.m.), Jay Jolicoeur (arrived at 10:32 a.m.), Ted Roush (arrived at 12:30 p.m.), Elizabeth Simpson (arrived at 10:37 a.m.), Lila Udell, and Josh Williams. Tyson Johnson, with Arthur J. Gallagher & Co.; Ray Tomlinson and John Watson, with CareHere; Humana Vitality representatives; and Andrew Becker, with Kelly Services, were also present.

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

Clinic Operator Presentation..... Vickie Music DePratter
• CareHere

Mrs. DePratter deferred to Tyson Johnson who introduced Ray Tomlinson and John Watson, with CareHere, who provided a PowerPoint presentation regarding CareHere's onsite health clinics.

The workshop recessed at 10:22 a.m. and resumed at 10:32 a.m.

Curriculum and Instruction DepartmentJanene Fitzpatrick
Update (Teacher Evaluations, EOCs, HB 7069, etc.)

Mrs. Fitzpatrick provided updates for the Curriculum and Instruction Department, which included the following:

- HB 7069/SB 616 – Accountability Bill
- End of Course (EOC) Assessments
- Teacher Evaluations

The workshop recessed at 11:27 a.m. and resumed 12:30 p.m.

Facilities Department Update..... Mark Carver
(Safety Program, SHS Scoreboard Bid, etc.)

Mr. Carver gave a PowerPoint presentation regarding updates for the Facilities Department, which included the following:

- SPS Cafeteria Project
- Summer Projects
- Cameras
- Employee Safety
- Worker's Comp Incident and Claims for March 2015
- SHS Scoreboard Bid

SPS Cafeteria Project.....Lisa Dorris/Mark Carver
Styrofoam Usage and Expenditures (pg. 3)
Breakfast in the Classroom/Personnel Update (pg. 4)

Mrs. Dorris provided information/updates regarding the following:

- Styrofoam Usage and Expenditures
- Breakfast in the Classroom
- Personnel Items

The workshop recessed at 2:00 p.m. and resumed at 2:09 p.m.

Suwannee-Hamilton Technical Center Update.....Walter Boatright

Mr. Boatright provided an update for Suwannee-Hamilton Technical Center, which included the following:

- Renaming/rebranding
- Personnel Items
 - Allied Health Program at SHS
 - Use Adult Education Vacancy for Electrical/Plumbing Teacher Position
 - ABE Grant/Career Pathways Transition Specialist
 - Bookkeeper/One month overlap effective August 3, 2015
- 2015-2016 Contracts

UTSC MOU Regarding Hold HarmlessVickie Music DePratter
Language

Mrs. DePratter provided information regarding the UTSC MOU hold harmless language.

Humana Vitality UpdateVickie Music DePratter/
Humana Vitality Representatives

Mrs. DePratter deferred to representatives from Humana Vitality, who provided an update regarding the District's Humana Vitality Wellness Program.

Kelly Services Update.....Dr. Bill Brothers/
Kelly Services Representative

Dr. Brothers introduced Andrew Becker, from Kelly Services, who provided an update regarding the District's new substitute program.

Substitute Teacher Pay Increase (pg. 23).....Dr. Bill Brothers

Dr. Brothers reviewed the survey information he gathered regarding substitute teacher pay increase.

Performance Pay and Advanced Degree ofVickie Music DePratter/
School Based Administration (pgs. 5-22) Dr. Bill Brothers

Dr. Brothers reviewed information regarding performance pay and advanced degree of school based administration.

Mr. daSilva stated that due to time constraints, the three items below would be placed on the June Board workshop.

- ELL Committee Meeting Update
- Title II Program and Expenditures
- Quarterly Board Workshops in Branford

Mr. daSilva asked Board members to consider community and Board member nominations for the Value Adjustment Board for the upcoming year. This item will be on the May 26 agenda for discussion and action.

The workshop adjourned at 4:55 p.m.

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
May 12, 2015

MINUTES

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

Chairman daSilva called the meeting to order at 5:02 p.m.

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

Chief Financial Officer – Vickie Music DePratter:

1. MOTION by Mr. Taylor, second by Ms. Cason, for approval of the following contract/agreement for the 2015-2016 school year: (RENEWAL) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2016-26 Memorandum of Understanding between the Suwannee County School Board and The Arc North Florida, Inc. for the Adults with Disabilities Grant Program (*Renewal*) (pgs. 3-5)

MOTION CARRIED UNANIMOUSLY

Director of Curriculum and Instruction – Janene Fitzpatrick:

2. MOTION by Mr. Taylor, second by Mr. White, for approval to eliminate state-mandated, District created, local End of Course (EOC) assessments for the 2014-2015 school year. (pg. 6) MOTION CARRIED UNANIMOUSLY

Director of Facilities – Mark Carver:

3. Discussion and possible action regarding the motion that was tabled during the April 28, 2015, Regular Board meeting:

MOTION by Ms. Cason, second by Mr. White, for approval of the motion that was tabled during the April 28, 2015, Regular Board meeting as follows:

- a. The Superintendent recommends approval of the following bid:

#15-201 Football Scoreboard to Daktronics, with the option to subcontract the installation at the District's discretion (Copies of bid tabulations are available for review in the office of the Chief Financial Officer) (New) (pgs. 7-14)

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

Director of Human Resources – Dr. Bill Brothers:

4. The following personnel items for the 2014-2015 school year:

MOTION by Mr. Taylor, second by Ms. Cason, for approval of Item #4.a. as follows:

- a. Add the following supplemental positions: (pg. 15)
- 1) One Assistant Track Coach (boys) position at Suwannee High School
 - 2) One Assistant Track Coach (girls) position at Suwannee High School
 - 3) One Track Coach position at Suwannee Middle School

MOTION CARRIED UNANIMOUSLY

MOTION by Ms. Cason, second by Mr. White, for approval of Item #4.b. as follows:

- b. Add the following summer school position for the 2015 summer school term: **(pg. 16)** (Dr. Brothers noted that the Dean position would be 4 hours/day, instead of 7 hours/day.)

<u>Program</u>	<u>Number of Employees/Position/Site</u>
Credit Recovery	1 – Dean (7 4 hours/day) (BHS)

MOTION CARRIED UNANIMOUSLY

- 5. MOTION by Mr. Taylor, second by Ms. Cason, for approval of the following personnel items for the 2015-2016 school year:
 - a. Add one Reading Teacher position at Branford High School **(pg. 16)**
 - b. Freeze the Director of Curriculum and Instruction position **(pg. 17)**

MOTION CARRIED UNANIMOUSLY

- 6. MOTION by Mr. Taylor, second by Ms. Cason, for approval of the Personnel Changes List **(pgs. 18-19)** **MOTION CARRIED UNANIMOUSLY**

PERSONNEL CHANGES APPROVED:

District Office:

Janene Fitzpatrick, Assistant Superintendent of Instruction, effective July 1, 2015

REPLACES: Mel McMullen, position previously frozen

Ted Roush, Assistant Superintendent of Administration, effective July 1, 2015

REPLACES: William Yanossy, position previously frozen

MISCELLANEOUS:

Suwannee High School:

Approval for one guidance counselor to work up to 11 days during the month of June to assist with testing, scheduling and summer school.

The meeting adjourned at 5:37 p.m.

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
May 26, 2015

MINUTES

The Suwannee County School Board met in Workshop Session on this date in the School Board Meeting Room, 702 – 2nd Street, NW, Live Oak, Florida. School Board members present were Chairman Ed daSilva, Catherine Cason, Jerry Taylor, and Julie Ulmer, along with Superintendent Jerry Scarborough, School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie Music DePratter, and Administrative Secretary Karen Lager. School Board Member Ronald White arrived at 1:17 p.m.

Administrators and others present: Jennifer Barrs, Walter Boatright, Amy Boggus, Dr. Bill Brothers, David Campbell, Mark Carver, Janene Fitzpatrick, Malcolm Hines, Jay Jolicoeur, Dee Dee McManaway, Sherry Peppers, Ted Roush, Jim Simpson, Dr. Jimmy Wilkerson, and Josh Williams.

Chairman daSilva called the meeting to order at 1:01 p.m.

General Fund Budget Vickie Music DePratter/Directors/Principals for 2015-2016

Mrs. DePratter stated that due to there being no budget from the state for 2015-2016 at the current time, we would review the expenditure side only. She stated that FSBA advised districts to use current (2014-2015) year funding for planning purposes; however, if there is a reduction in funding from the state, we would need to revisit the revenue side of the budget at a later date.

Mrs. DePratter presented an overview of the proposed 2015-2016 General Fund Budget.

The following proposed General Fund Budgets for 2015-2016 were presented:

- Suwannee Primary School.....Amy Boggus
- Suwannee-Hamilton Technical Center..... Walter Boatright
- Suwannee Intermediate School Jim Simpson
- Suwannee High School Malcolm Hines/Ted Roush

- Suwannee Middle School.....Jay Jolicoeur
- Suwannee Elementary School..... Dee Dee McManaway/Amy Boggus
- Branford Elementary School..... Jennifer Barrs
- Branford High SchoolDr. Jimmy Wilkerson
- Finance/Administration.....Vickie Music DePratter
- Transportation..... Mark Carver
- Facilities Mark Carver
- Assistant Superintendent of Administration Ted Roush
- Human Resources.....Dr. Bill Brothers
- Assistant Superintendent of InstructionJanene Fitzpatrick
- Student Assessment/CurriculumJanene Fitzpatrick
- Elementary and Early Childhood Education..... David Campbell
- Information Technology..... Josh Williams
- Student ServicesVickie Music DePratter
- Superintendent and School Board.....Vickie Music DePratter

The workshop adjourned at 2:49 p.m.

SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
May 26, 2015

MINUTES

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

UTSC President Annette Kinsey and School Resource Officer Rachel Rodriguez were also present.

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

Director of Human Resources – Dr. Bill Brothers:

1. Final review of additions and revisions to the Suwannee County School Board Policy Manual as follows: (A copy is available for review in the office of the Director of Human Resources.) **(pg. 15)**

#9.04 Use of Facilities

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

The hearing adjourned at 5:56 p.m.

SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
May 26, 2015

MINUTES

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

UTSC President Annette Kinsey and School Resource Officer Rachel Rodriguez were also present.

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

Student remarks and pledge to the flag by Suwannee High School Key Club student organization.

Special Recognition by the Superintendent:

Suwannee High School

- TV20 Male Scholar Athlete of the Year
 - Kavarrius Hayes
- Gainesville Sun 2015 All Area Boys Basketball Players-First Team (Big Schools)
 - Kavarrius Hayes
 - Jamari Wheeler
 - Aaron McAllister – Honorable Mention
 - Savone Reed – Honorable Mention
 - Blake Ulmer – Honorable Mention
- National Academy of Future Physicians and Medical Scientists Award of Excellence
 - Blake Ulmer

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

- Laurie Dunham (representing Suwannee Elementary School [SES] staff) – Addressed the Board regarding support for SES Principal Deidre McManaway.

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

MOTION by Mr. Taylor, second by Mrs. Ulmer, for approval of the Consent Agenda, with Item #6 pulled by Mr. White for discussion purposes. Mr. White asked that, in the future, data be included with each contract with regards on how it impacts students; the effectiveness of the contract, etc. 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. 16-45)

- | | |
|----------------|--|
| April 14, 2015 | - Workshop Session |
| | - Special Meeting |
| | - Onsite Technical Assistance Workshop |
| April 28, 2015 | - Regular Meeting |

2. Approval of the monthly financial statement for April 2015.

3. The following bills for the period April 1-30, 2015:

<u>General Fund</u>	
#157102 - 157359	\$ 989,273.62
Electronic Fund Transfers	<u>1,599,198.48</u>
	\$ 2,588,472.10

Federal Fund

#46690 - 46778	\$	124,324.87
Electronic Fund Transfers		<u>231,576.65</u>
	\$	355,901.52

Food Service Fund

#29508 - 29605	\$	225,182.52
Electronic Fund Transfers		<u>69,642.22</u>
	\$	294,824.74

2.0 LCIF

#7069 - 7131	\$	176,951.68
--------------	----	------------

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

<u>General</u>	<u>LCIF</u>	<u>Special Revenues</u>
I-10	III-9	IV-6 (Food Service)
		IV-10 (Federal)

5. Approval for disposal of property as per the attached Property Disposition Form dated May 26, 2015. (pgs. 46-48)
6. Approval of the following contracts/agreements for the 2014-2015 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2016-10	Suwannee County Public Schools Rate and Service Contract 2015-2016 between the Suwannee County School Board and Adrienne M. Burke d/b/a Adrienne Burke – Cobbler Large Family Child Care Home for the Teen Parent Program (Renewal) (pgs. 49-64)
#2016-11	Suwannee County Public Schools Rate and Service Contract 2015-2016 between the Suwannee County School Board and Peppers Tripod Daycare Centers, Inc. d/b/a Peppers Little Helpers for the Teen Parent Program (Renewal) (pgs. 65-80)
#2016-12	Suwannee County Public Schools Rate and Service Contract 2015-2016 between the Suwannee County School Board and Peppers Tripod Daycare Centers, Inc. d/b/a Let's Pretend Daycare for the Teen Parent Program (Renewal) (pgs. 81-96)

- #2016-13 Suwannee County Public Schools Rate and Service Contract 2015-2016 between the Suwannee County School Board and Andretha Herring d/b/a Andretha Herring's Family Childcare Home for the Teen Parent Program (*Renewal*) (pgs. 97-112)
- #2016-14 Dual Enrollment Articulation Agreement between the District Board of Trustees of North Florida Community College and the District School Board of Suwannee County (*Renewal*) (pgs. 210-255)
- #2016-15 Florida Gateway College and Suwannee County School District 2015-2016 Out of District Dual Enrollment Articulation Agreement (*Renewal*) (pgs. 256-282)
- #2016-16 Memorandum of Agreement between the State of Florida Department of Health (through its Suwannee County Health Department) and the Suwannee County School Board (*Renewal*) (pgs. 113-119)
- #2016-17 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Independent Training for the Blind, Inc. (*Renewal*) (pgs. 120-130)
- #2016-18 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Melissa Johnson (*Renewal*) (pgs. 131-140)
- #2016-19 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and AMH Counseling PL (*Renewal*) (pgs. 141-150)
- #2016-20 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Suwannee Social Services, Inc. (*Renewal*) (pgs. 151-161)
- #2016-21 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Palmer Physical Therapy, LLC (*Renewal*) (pgs. 162-172)
- #2016-22 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Resolutions in Special Education, Inc. (*Renewal*) (pgs. 173-186)

- #2016-23 Memorandum of Understanding between Florida Virtual School and Suwannee County School Board for all students within the Blended Learning Community (*Renewal*) (pgs. 283-287)
- #2016-24 Memorandum of Understanding between Florida Virtual School and Suwannee County School Board for all students within the Virtual Learning Lab (*Renewal*) (pgs. 288-291)
- #2016-25 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Joyce M. Warren (*Renewal*) (pgs. 292-304)
- #2016-27 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and ED-TRAKK, Inc. (*Renewal*) (pgs. 187-198)
- #2016-28 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Carol Risk (*Renewal*) (pgs. 199-209)

7. Approval of the following grant/allocation applications:

- a. FDLRS/Gateway Associate Center, Hamilton County School Board, Consolidated Grant (IDEA, Part B, \$657,535; IDEA, Part B, Preschool, \$101,001; General Revenue, \$21,071) (pgs. 305-331)

8. Approval for Suwannee-Hamilton Technical Center (SHTC) SkillsUSA student team members to attend the SkillsUSA National Competition in Louisville, Kentucky, on June 19-27, 2015. (*Funded through Perkins.*) (pg. 332)

9. Presented for informational purposes out-of-state travel for the following employees: (pg. 333)

<u>Name</u>	<u>Site</u>	<u>Date</u>	<u>Reason</u>	<u>Destination</u>
Derwin Bass	SHTC	06/19-27/2015	SkillsUSA National Competition	Louisville, Kentucky
Bob Makela	SHTC	06/19-27/2015	SkillsUSA National Competition	Louisville, Kentucky

(*Funded by Perkins funds*)

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

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Samantha	Flynn	Suwannee	Lafayette	12
Allyson	Morris	Suwannee	Lafayette	7
Kristyn	Morris	Suwannee	Lafayette	9

11. Approval of the following student transfers for the 2015-2016 school year.
Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Caden	Allen	Columbia	Suwannee	K
Austin Noah	Bailey	Columbia	Suwannee	5
Cody Ethan	Bailey	Columbia	Suwannee	VPK
Chris	Beasley, Jr.	Columbia	Suwannee	10
Eli Vance	Blackwell	Columbia	Suwannee	2
Harrison Wade	Blackwell	Columbia	Suwannee	K
Logan McKenna	Blackwell	Columbia	Suwannee	5
Grace	Boswell	Columbia	Suwannee	8
Blayne	Butler	Columbia	Suwannee	5
Hunter	Christian	Columbia	Suwannee	4
Kale	Christian	Columbia	Suwannee	1
Elysia	DelCastillo	Columbia	Suwannee	3
Erik	DelCastillo	Columbia	Suwannee	K
Ava	Floyd	Columbia	Suwannee	K
Cade	Frier	Columbia	Suwannee	2
Camdon	Frier	Columbia	Suwannee	4
Matthew Cole	Frier	Columbia	Suwannee	10
Elizabeth	Gerry	Columbia	Suwannee	12
Garrett	Greaves	Lafayette	Suwannee	10

FIRST NAME	LAST NAME	TO	FROM	GRADE
Haleigh	Hassebroek	Columbia	Suwannee	3
Joseph	Hewett	Columbia	Suwannee	1
Jason	Hutchison	Columbia	Suwannee	2
Madison	Hutchison	Columbia	Suwannee	5
Kennedy	Jennings	Columbia	Suwannee	1
Tanner Rylee	Johnson-Ring	Columbia	Suwannee	4
Bryce Randall	Joyce	Columbia	Suwannee	4
Jordan	Langley	Columbia	Suwannee	1
Kymber Lei	Lawson	Lafayette	Suwannee	K
Brock N.	Lewis	Gilchrist	Suwannee	7
Ross A.	Lewis	Gilchrist	Suwannee	11
Adrik E.	Miller	Columbia	Suwannee	5
Jewell	Miller	Columbia	Suwannee	1
Annabelle	Morrison	Columbia	Suwannee	1
Carlee	Morrison	Columbia	Suwannee	2
Emma	Morrison	Columbia	Suwannee	1
Sophia	Morrison	Columbia	Suwannee	1
Noah	Nicholson	Columbia	Suwannee	1
Adyn Reese	Petit	Columbia	Suwannee	3
Zachary	Prescott	Columbia	Suwannee	K
Aiden	Robinson	Columbia	Suwannee	1
Alana	Robinson	Columbia	Suwannee	1
Adrian C.C.	Rogers	Columbia	Suwannee	1
Aleah M.L.	Rogers	Columbia	Suwannee	3
Zachary G. T.	Rogers	Columbia	Suwannee	6
Lance	Shaw	Columbia	Suwannee	5
Landon	Shaw	Columbia	Suwannee	3
Levi	Shaw	Columbia	Suwannee	K
Carlee	Smith	Columbia	Suwannee	4
Ryan	Tuttle	Columbia	Suwannee	12
Jocilyn	Tynda	Columbia	Suwannee	1
Jake	Watkins	Columbia	Suwannee	1

FIRST NAME	LAST NAME	TO	FROM	GRADE
Samuel	Watkins	Columbia	Suwannee	4
Victoria	Whilden	Columbia	Suwannee	10
Anthony	Woolsey	Columbia	Suwannee	3
Sarabeth	Adams	Suwannee	Hamilton	9
Arianna	Clay	Suwannee	Hamilton	2
Caden	Coker	Suwannee	Lafayette	5
Casidy	Coker	Suwannee	Lafayette	9
John	Coker, Jr.	Suwannee	Lafayette	4
Anna	Deadwyler	Suwannee	Lafayette	6
Chancey	Deadwyler	Suwannee	Lafayette	9
Dallas	Deadwyler	Suwannee	Lafayette	1
Delaney	Deadwyler	Suwannee	Lafayette	4
Anthony	Fralick	Suwannee	Lafayette	10
Dallas	Frierson	Suwannee	Lafayette	7
Jesse	Frierson	Suwannee	Lafayette	3
William Colton	Frierson	Suwannee	Lafayette	10
Halleigh-Ray	Harris	Suwannee	Columbia	6
Trace	Hayes	Suwannee	Gilchrist	2
Johan	Hernandez	Suwannee	Lafayette	6
Jonathan	Hernandez	Suwannee	Lafayette	7
Hannah R.	Hill	Suwannee	Lafayette	9
Hunter R.	Hill	Suwannee	Lafayette	11
Nathan	Hill	Suwannee	Lafayette	6
Parker Samuel	Hill	Suwannee	Lafayette	1
Austin	Holtzclaw	Suwannee	Lafayette	7
Colton James	Holtzclaw	Suwannee	Lafayette	3
Kenzi	Holtzclaw	Suwannee	Lafayette	12
Savannah Paige	Howell	Suwannee	Hamilton	7
William Payton	Howell	Suwannee	Hamilton	11
Joseph Lee	Land	Suwannee	Lafayette	4
Adrianna	Malaguti	Suwannee	Lafayette	4
Austin	Malaguti	Suwannee	Lafayette	1

FIRST NAME	LAST NAME	TO	FROM	GRADE
Shirley	Malaguti	Suwannee	Lafayette	11
Chelse	McKire	Suwannee	Hamilton	12
Kaden	McKire	Suwannee	Hamilton	4
Mary	McKire	Suwannee	Hamilton	8
Derrick Lee	Moore	Suwannee	Lafayette	K
Desiree Lynn	Moore	Suwannee	Lafayette	K
Arianna	Morgan	Suwannee	Hamilton	2
Jayden	Morgan	Suwannee	Hamilton	1
Braylee	Moseley	Suwannee	Lafayette	1
Skylar	Moseley	Suwannee	Lafayette	K
Devin	Mosley	Suwannee	Lafayette	6
Jadyn	Mosley	Suwannee	Lafayette	4
Jayce	Mosley	Suwannee	Lafayette	10
Jacob	Pittman	Suwannee	Hamilton	7
Morgan	Pittman	Suwannee	Hamilton	1
Luke	Ramsey	Suwannee	Dixie	8
Seth	Ramsey	Suwannee	Dixie	5
Marissa	Riels	Suwannee	Lafayette	5
Miranda	Riels	Suwannee	Lafayette	5
Wyatt H.	Santos	Suwannee	Columbia	3
Texas	Sherrell	Suwannee	Lafayette	5
Amarra	Soluri	Suwannee	Lafayette	4
Torrie	Soluri	Suwannee	Lafayette	5
Erica	Spikes	Suwannee	Lafayette	5
Adam	Stancel	Suwannee	Gilchrist	10
Autumn	Stancel	Suwannee	Gilchrist	6
Chandler	Stancel	Suwannee	Gilchrist	3
Amy	Sullivan	Suwannee	Lafayette	12
Ella	Sullivan	Suwannee	Lafayette	4
Hanna	Sullivan	Suwannee	Lafayette	9
Aubrey Laine	Wood	Suwannee	Columbia	2

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Hunter	Hawthorne	BHS	SMS	10
Lloyd	Hawthorne	BHS	SHS	12
Kyler	Williamson	SES	BES	1

REGULAR AGENDA

Chief Financial Officer – Vickie Music DePratter:

1. Discussion and action regarding the selection of two School Board members and two Suwannee County business owners to serve on the Value Adjustment Board (VAB) for 2015-2016. (pg. 334)

MOTION by Mrs. Ulmer, second by Ms. Cason, for approval of the following individuals to serve on the VAB for 2015-2016: (Pending acceptance by citizen members.)

Jerry Taylor – sitting/primary School Board Member

Ronald White – alternate School Board Member

Adrienne Burke – sitting/primary School Board-Appointed Citizen Member

Bill O'Connor – alternate School Board-Appointed Citizen Member

MOTION CARRIED UNANIMOUSLY

Director of Career, Technical, and Adult Education – Walter Boatright:

2. The following curriculum items for the 2015-2016 school year:

MOTION by Mr. Taylor, second by Mrs. Ulmer, for approval of Item 2.a. as follows:

- a. Suwannee-Hamilton Technical Center Practical Nursing Program Handbook for 2015-2016 (pgs. 335-351)

MOTION CARRIED UNANIMOUSLY

MOTION by Mrs. Ulmer, second by Mr. White, for approval of Item 2.b. as follows:

- b. Add the following courses to the Vocational Programs/Course List offering, effective with the 2015-2016 school year: **(pg. 352)**

1) Electricity

Electricity – I460312	1,200 hours/8 credits (Postsecondary)
Electricity – 872700	3 courses (Secondary)

2) Plumbing

Plumbing – I460513	960 hours/7 credits (Postsecondary)
Plumbing – 8721600	4 courses (Secondary)

MOTION CARRIED UNANIMOUSLY

3. The following personnel items for the 2015-2016 school year:

MOTION by Mrs. Ulmer, second by Mr. Taylor, for approval of Item 3.a. as follows:

- a. Add one part-time hourly Allied Health Teacher position for Suwannee High School **(pg. 353)**

MOTION CARRIED UNANIMOUSLY

MOTION by Mr. Taylor, second by Mrs. Ulmer, for approval of Item 3.b. as follows:

- b. Add Job Description #159, Community Relations Specialist (*New*) **(pgs. 354-358)**

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

MOTION by Mrs. Ulmer, second by Ms. Cason, for approval of Item 3.c. as follows:

- c. Add one Community Relations Specialist position (12-month) to District Wide, effective July 1, 2015 (pgs. 354-358)

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

Director of Curriculum and Instruction – Janene Fitzpatrick:

- 4. Dr. Jimmy Wilkerson, Principal of Branford High School (BHS), requests permission of an overnight/out-of-state trip for BHS students and parent chaperones to travel to Washington, DC, during Spring Break 2016 (dates to be determined). (*Funded by fundraising and parents of students at no cost to the District.*) (pg. 359)

MOTION by Mrs. Ulmer, second by Ms. Cason, for approval of an overnight/out-of-state trip for BHS students and parent chaperones to travel to Washington, DC, during Spring Break 2016. (*Funded by fundraising and parents of students at no cost to the District.*) MOTION CARRIED UNANIMOUSLY

ACTION ON AGENDA ADDENDUM

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

#2015-97 SHCOE Parallel Path Affiliate Agreement between Smart Horizons Career Online High School, LLC, d/b/a Smart Horizons Career Online Education (SHCOE), and Suwannee County School Board (*New*) (pg. A2-A12)

MOTION CARRIED UNANIMOUSLY

END OF AGENDA ADDENDUM

Director of Elementary and Early Childhood Education – David Campbell:

5. Jennifer Barrs, Principal of Branford Elementary School (BES), requests permission of an overnight/out-of-state trip for BES Safety Patrol students and parent chaperones to travel to Washington, DC, during Spring Break 2016 (dates to be determined). (*Funded by fundraising and parents of students at no cost to the District.*) (pg. 360)

MOTION by Mrs. Ulmer, second by Mr. White, for approval of an overnight/out-of-state trip for BES Safety Patrol students and parent chaperones to travel to Washington, DC, during Spring Break 2016 (dates to be determined). (*Funded by fundraising and parents of students at no cost to the District.*) MOTION CARRIED UNANIMOUSLY

6. Jennifer Barrs, Principal of Branford Elementary School (BES), requests permission of out-of-state travel for BES employees Sandra Delay and Elizabeth Johnston to travel to Washington, DC, during Spring Break 2016, for the BES Safety Patrol trip (dates to be determined). (*Funded by fundraising and parents of students at no cost to the District.*) (pg. 361)

MOTION by Mr. White, second by Ms. Cason, for approval of an out-of-state trip for BES employees Sandra Delay and Elizabeth Johnston to travel to Washington, DC, during Spring Break 2016, for the BES Safety Patrol trip (dates to be determined). (*Funded by fundraising and parents of students at no cost to the District.*) MOTION CARRIED UNANIMOUSLY

Director of Food Service – Lisa Dorris:

7. MOTION by Mr. Taylor, second by Ms. Cason, for approval of the following personnel item:

- a. Increase one 6-hour Food Service worker position to an 8-hour Food Service worker position at Suwannee Primary School (pg. 362)

MOTION CARRIED UNANIMOUSLY

Director of Student Services – Elizabeth Simpson:

8. MOTION by Mrs. Ulmer, second by Mr. White, for approval of the North East Florida Educational Consortium's (NEFEC) Gifted Add-On Endorsement Program for 2015-2020 (pg. 363-401) MOTION CARRIED UNANIMOUSLY

9. MOTION by Mrs. Ulmer, second by Ms. Cason, for approval of the following form:

#7200-131 Suwannee County School District Grievance Form (*New*)
(pg. 402-404)

MOTION CARRIED UNANIMOUSLY

Director of Human Resources – Dr. Bill Brothers:

10. MOTION by Mrs. Ulmer, second by Ms. Cason, for approval of additions and revisions to the Suwannee County School Board Policy Manual as follows: (A copy is available for review in the office of the Director of Human Resources.) (pg. 15)

#9.04 Use of Facilities

MOTION CARRIED UNANIMOUSLY

11. MOTION by Mrs. Ulmer, second by Mr. White, for approval to advertise additions and revisions to the Suwannee County School Board Policy Manual as follows: (pg. 405-408)

#3.05 Administrative Organization

MOTION CARRIED UNANIMOUSLY

12. MOTION by Ms. Cason, second by Mrs. Ulmer, for approval of revisions to the following administrative salary schedules: **(pgs. 409-415)**

- a. Salary Schedule 2014-2015 Assistant Principals and Curriculum Coordinators (Grandfathered)
- b. Salary Schedule 2014-2015 Principals and Administrators (Grandfathered)
- c. Performance Salary Schedule 2014-2015
- d. Suwannee County School Board Differentiated Pay Plan 2014-2015

MOTION CARRIED UNANIMOUSLY

13. MOTION by Mr. Taylor, second by Mrs. Ulmer, for approval of the Personnel Changes List, along with the Personnel Changes List Addendum **(pgs. 416-436)** MOTION CARRIED UNANIMOUSLY

PERSONNEL CHANGES APPROVED:

RETIREMENTS: NON-INSTRUCTIONAL:

Food Service Department:

Lynda Kinsey, assistant food service manager, effective April 17, 2015

Transportation Department:

Patricia Bryant, bus driver, effective June 5, 2015

RESIGNATIONS: INSTRUCTIONAL:

Branford High School:

Andrew Rains, teacher, effective June 9, 2015

Suwannee Elementary School:

Erin Koch, teacher, effective April 27, 2015

Suwannee High School:

Dinah Mayne, teacher, effective June 9, 2015

RESIGNATIONS: NON-INSTRUCTIONAL:

Facilities Department:

Dustin Lane, groundsman, effective May 21, 2015

Steven Scheufler, facilities assistant, effective May 14, 2015

Food Service Department:

Sonia Cepero, food service worker 6 hour, effective June 8, 2015

Information Technology Department:

Adam Boatright, network specialist, effective May 29, 2015

Sawannee High School:

Terri Johnson, paraprofessional, effective June 5, 2015

RECOMMENDATION:ADMINISTRATIVE :

Suwannee High School:

Malcolm Hines, principal, effective June 10, 2015

REPLACES: Ted Roush

RECOMMENDATIONS: INSTRUCTIONAL:

District Wide/21st Century:

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

Adrienne Taylor

District Wide/Hospital Homebound/Department of Student Services:

Amy Allen, teacher part-time

Jenny Clark, teacher part-time

Cynthia Frye, teacher part-time

Toni Greenberg, teacher part-time

Melissa McKire, teacher part-time

Kelly Waters, teacher part-time

Rowena West, teacher part-time

Suwannee Elementary School:

Vicky Vaught, teacher temporary, effective April 17, 2015

REPLACES: Patricia Oxendine

Suwannee Hamilton Technical Center:

June Guy, teacher – temporary, non-certificated, effective May 18, 2015

REPLACES: June Guy

Suwannee High School:

Jenna Garrett, teacher –temporary, effective April 30, 2015

REPLACES: Adrienne Boyette

Mary Ward, teacher 12 month, effective June 10, 2015

REPLACES: Adrienne Boyette

SUPPLEMENTARY:

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>REPLACES</u>
Andrew Rains	M/J Ag Advisor	BHS	NA
Bradley Minks	Var. Asst. Baseball Coach	BHS	T. Branche
Brett Suggs	Var. Asst. Football Coach	BHS	J. Eakins

The following to be paid the ESE supplement:

Amy Allen	Kim Harris	Melissa McKire	Lindsey Thomas
Lauren Belcher	Kim Hudson	Rebecca Monroe	Michelle Thompson
Myra Bell	Leah Nettles	Rowna Valin	KJ Wingate
Barbara Bertolino	Ramona Jordan	Cathy Nicely	Candy Vickers
Kate Bromley	Candice Land	Linda Whitley	Stacie Swartz
Jenny Clark	Debra Land	Darlene Rice	
Joe Eakins	Lynn Lawrence	Waddie Robinson	
Cynthia Frye	Marilyn Loges	Amber Russell	
Terry Fillyaw	Toni Greenberg	Tammy McKay	

The following to be paid the Gifted supplement:

Melissa Brinson	Natalie Haney	Karen Koon	Theda Severance
Laura K. Roberts			

MISCELLANEOUS:

District Wide/Department of Student Services:

The following to work up to 32 additional hours for monitoring and compliance of ESE programs:

Amy Allen	Debra Land	Melissa McKire	Cathy Nicely
Linda Whitley	Kate Bromley	Ramona Jordan	Angela Wood

Suwannee Middle School:

Leigh Fernald resigned as cheerleader sponsor effective May 4, 2015

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Information Technology Department:

Kelly Philmore, network specialist, effective June 1, 2015

REPLACES: Adam Boatright

Suwannee High School:

Matthew Jackson, paraprofessional temporary, effective May 4, 2015

REPLACES: Damon Walker

LEAVE OF ABSENCE (MATERNITY):

Transportation Department:

Monica Pitts, bus driver, extend leave through June 5, 2015

SUBSTITUTES:

The following as substitute bus drivers/bus attendants:

Daisy Couture	Charlen Bowdry	Charity Nasworthy
---------------	----------------	-------------------

SUSPENSION:

Transportation Department:

Joel Williamson, mechanic, May 5 through May 18, 2015, without pay

**End of List
2014-2015
School Year**

Summer Term 2014-2015:

RECOMMENDATIONS: INSTRUCTIONAL:

Branford High School:

Perry Davis, teacher

Suwannee High School:

Frank Allen, teacher

Becky Skipper, teacher

Traci Green, teacher

Brian Bullock, teacher

Jenna Garrett, teacher

Ronald Gray, TSA/dean

Eric Rodriguez, teacher

Suwannee Middle School:

Angela Hester, teacher

Suwannee Primary School:

Christina McCullers, 21st Century Site Coordinator

REPLACES: Marvette Gwinn

District Wide/21st Century:

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

Branford Elementary School:

Candice Land

Julie Klecka

Vera Knighton

Denah Phillips

Wendy Stines

Karen Knighton

Teresa Allen

Suwannee Intermediate School:

Natalie Haney	Sandra Winburn	Robbin Chapman	Darlene Rice
Traci Knighton	Tiffany Sanders	Ashley Wooley	

Suwannee Elementary School:

Robyne Edwards	Tammy Williams	Lisa Gray	Tanya Crain
Jessica Melgar	Kristen Register	Joann LeDew	Tralene Sasso
Stephanie Selph	Michelle Robertson	Jennifer Bonds	Melissa Davis

Suwannee Primary School:

Christina McCullers	Stacey Skierski	Casandra Yulee	Stacey Greaves
Grace McClendon	Marcia Riegel	Tenlee DeLoach	Daniel Crews
Lori Torres			

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

Food Service Department:

Katrina Johnson, food service manager
Janice Lee, food service manager
Melanie Rickett, food service manager
Kimberly Choe, food service worker – 4 hour
Crystal Cox, food service worker – 4 hour
Candace Hampton, food service worker – 4 hour
Debbie Ibarra, food service worker – 4 hour
Wendy Jones, food service worker – 4 hour
Deborah Konecki, food service worker – 4 hour
Donna Rightmire, food service worker – 4 hour
Rhonda Tillman, food service worker – 4 hour
Thawanna Gail Tooten, food service monitor
Julie Verdegem, food service monitor
Paul Otterbine, alternate food service worker
William Yates, alternate food service worker

Suwannee High School:

Matthew Jackson, paraprofessional

Suwannee Middle School:

Elizabeth Smith, paraprofessional

STUDENT WORKERS:

Frank Smith	District/Title I
Daycia Bandy	District/Title I

**End of List
Summer School
2014-2015**

Recommendations 2015-2016 School Year:

RECOMMENDATIONS:ADMINISTRATIVE :

Suwannee Primary School:

Marsha Tedder, principal, effective July 1, 2015

REPLACES: Amy Boggus

REASSIGNMENT:

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>REPLACES</u>	<u>EFFECTIVE</u>
Deidre McManaway	SES / Principal	SPS / Assistant Principal	Marsha Tedder	7/1/2015

RECOMMENDATIONS: INSTRUCTIONAL:

Branford Elementary School:

Sharon Denise Barnett, teacher

REPLACES: Sandra Dempsey

District Wide/Department of Student Services:

Abby Hill, school psychologist

REPLACES: Reginald Haygood

Suwannee High School:

Cindy Wiggins, guidance counselor 12 month, effective July 1, 2015

POSITION UPGRADED/RECLASSIFIED

Suwannee Intermediate School:

Kelly Cundiff, teacher

REPLACES: Dawn Wilkerson

Shahna Maggard, teacher

REPLACES: Victoria Wells

Kelly McKissick, teacher

REPLACES: Krystal Law

Suwannee High School:

Nancy Nielsen, teacher

REPLACES: Dominique Faison-Harris

Suwannee Middle School:

Daniel Skelly, teacher

REPLACES: Leslie Campbell

Suwannee Primary School:

Krystal McCormick, teacher

REPLACES: Marvette Gwinn

Christina McCullers, 21st Century Site Coordinator

REPLACES: Marvette Gwinn

Elizabeth Rang, teacher

REPLACES: Jennifer Giles

SUPPLEMENTARY:

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>REPLACES</u>
Laritta Hunter	Cheerleader Sponsor	SMS	Leigh Fernald

TRANSFER:

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>REPLACES</u>	<u>EFFECTIVE</u>
Lana Lane	SPS / Teacher	SIS / Teacher	Lindsey Bricker	8/11/15
Ashley Lundy	DW / TSA-TSC	SHS / Teacher	Dinah Mayne	8/11/15
Shannon Rodriguez	SPS / Teacher	SES / Teacher	Abbyjane Hodge	8/11/2015

RECOMMENDATIONS: INSTRUCTIONAL:

Suwannee High School:

Carla Blalock, media clerk

REPLACES: Karen Jackson

REASSIGNMENT:

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>REPLACES</u>
Karen Jackson	SHS / Media Clerk	SHS / Attendance Clerk	Paula Loper

Renewals for the 2015-2016 school year:

SCHOOL ADMINISTRATORS:

TERM:

Branford Elementary School:

Jennifer Barrs, Principal

12

Stephanie Busch, Assistant Principal

12

Branford High School:

Jimmy Wilkerson, Principal

12

Katrina Walker-Bius, Assistant Principal

12

Suwannee Elementary School

Amy Boggus, Principal

12

Laura Williams, Assistant Principal

12

Suwannee-Hamilton Technical Center:

J. Walter Boatright, Jr., Principal

12

Suwannee High School:

Malcolm Hines, Principal

12

Tamara Boggus, Assistant Principal

12

Gary Caldwell, Assistant Principal

12

Angelia Stuckey, Assistant Principal

10

Suwannee Intermediate School:

James B. Simpson, Principal	12
Amanda Brown, Assistant Principal	12

Suwannee Middle School:

Jerry Jolicouer, Principal	12
Keri Bean, Assistant Principal	12
Kimberly Jennings, Assistant Principal	12

RECOMMENDATIONS: Instructional:

CONTRACT RECOMMENDATIONS:

Contract Status for 2015-2016 school year:

ANNUAL CONTRACTS:

	Term	
<u>Branford High School:</u>		
Shannon Jernigan	10	
Cara Sordie	10	
Misty Ward	10	
<u>Suwannee Elementary School:</u>		
Kelli Hogan	10	
Amy Robinson	10	
Stephanie Selph	10	
<u>Suwannee High School:</u>		
Mary Ward	12	(effective June 10, 2015)
<u>Suwannee Middle School:</u>		
Matthew Grillo	10	
Susan Helvenston	10	
Patrice Parker	10	
Marlene Plympton	10	
Lawanna Zimmerman	10	
<u>Suwannee Primary School:</u>		
Timothy Burbridge	11	
Kelly Jo Melland	10	

Professional Service Contract (Renewal):

Branford High School:

Stacy Young 12

Suwannee High School:

Candyce Vickers 10

Travis Tuten 10

Suwannee Middle School:

John Al Johnson 10

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

The following contracts and contract statuses are granted as indicated below:
Job titles are 2015-2016 appointments and for placement on a salary schedule:

Name	Position	Contract	Term
<u>District Office:</u>			
*Karen Bates	Payroll Supervisor	C	12
Melanie G. Buchanan	District Secretary	C	12
*Mary A. Chaney	Secretary/Textbook and Certification	C	12
*Sarah Chauncey	Secretary, Administrative I	C	12
Cortney Flowers	Secretary, Administrative I	A	12
*Cindy H. Johnson	Assistant Director of Personnel	C	12
Teresa Jones	Accounting Clerk	C	12
*Karen Lager	Secretary to the Superintendent	C	12
*Karen E. Minton	Accounts Payable Specialist	C	12
*Robinette C. Odom	Secretary, Administrative I	A	12
*Sherry Peppers	Assistant Chief Financial Officer	C	12
*Debra Ross	Secretary for Administration	C	12
*Marilyn Sapp	Admin. Support Specialist Federal Programs	C	12
*Jan Smith	Homeless Advocate	C	12
*Tylyn Stancel	Secretary, Administrative I	A	12
Juanita Torres	Migrant Education Recruiter/Advocate	C	12

*Claire Wood	Administrative Secretary	C	12
*Marianne Wood	Administrative Secretary	C	12
Margaret T. Wooley	Coor. Comp. Health Ed./Attendance	C	11
*Confidential employees			

Branford Elementary School:

Teresa Allen	Media Clerk	C	10
Michelle Bozeman	Paraprofessional	A	09
Kelly Davidson	Paraprofessional	A	09
Ana Delgado	Paraprofessional	C	09
Staci Feeney	Paraprofessional	C	09
Dave Guyton	Custodian	A	12
Amanda Harris	School Secretary	C	12
Belinda Horn	Paraprofessional	A	09
Cara Howard	Pre-K Paraprofessional/Lead CDA	C	09
Anthony Jackson	Head Custodian	C	12
Erica Jordan	Custodian	A	12
Karen Knighton	Paraprofessional	C	09
Jenny McCook	Paraprofessional	A	09
Pamela L. Norton	Pre-K Paraprofessional/Lead CDA	C	09
Brenda Raulerson	Paraprofessional ESE	C	09
Sharon A. Richardson	Administrative School Secretary	C	12
Erin Roberts	Paraprofessional Pre-K	INT C	09
*Mary R. Roberts	School Bookkeeper	C	12
Wendy Stines	Paraprofessional	C	09
Yvonne Topham	Paraprofessional	C	09
*Confidential employee			

Branford High School:

Jerri Byrd	Media Clerk	INT C	10
Sharon Cregg	Custodian	C	12
*Tracy W. Delegal	School Bookkeeper	C	12
Sarah Griffith	Head Custodian	C	12
Daphine Harden	Paraprofessional	INT C	09
Michele Lambert	Paraprofessional	INT C	09
Andrea Lanier	Paraprofessional	C	09
Lauri Reaves	School Secretary	C	12
John Stancel	Custodian	C	12
R. LaDon Terry	School Secretary/Data Entry	C	12

Karen Tucker	Custodian	A	12
Debbie Yates	Paraprofessional	C	09
*Confidential employee			

Facilities Department:

Timothy Bass	Maintenance Man I	C	12
K. Doug Bates	Maintenance Man I	C	12
James Michael Bryan	Maintenance Man I	C	12
Maurice Copeland	Landscape Foreman	C	12
Debra Durden	Crossing Guard	A – PT	09
Julian R. Durham	Maintenance Foreman	C	12
John Garrison	Assistant Grounds Foreman	C	12
Kevin B. Hingson	Assistant Foreman Maintenance	C	12
Matthew Hingson	Maintenance Man II	C	12
Dennis Hollon	Crossing Guard	A – PT	09
Jon Hunsinger	Maintenance Man I	C	12
Russell D. Landen	Maintenance Man I -A	C	12
George Langford	Maintenance Man I	C	12
Levi McCall	Groundskeeper	C	12
Daniel Monroe	Groundskeeper	C	12
Terry Murray	Maintenance Man I	C	12
Lorraine Musgrove	Facilities Assistant	C	12
James Newport	Crossing Guard	A – PT	09
Lynn Otterbine	Crossing Guard	A – PT	09
Rosa Perez	Custodian	A	12
Terry Richardson	Painter	C	12
Tyler Smith	Groundskeeper	C	12
Sylvia Taylor	District Secretary	C	12
*Katlin Westrich	Secretary, Administrative I	A	12
*Confidential employee			

Food Service:

Pamela Anderson	Food Service Worker-8 hr.		
Leona Ash	Assistant Lunchroom Manager	A	09
Phyllis Bailey	Assistant Lunchroom Manager	C	09
Arlene Baker	Lunchroom Manager	C	09
Terrie Baker	Food Service Worker-8 hr.	A	09
Teresa Brannan	Food Service Worker- 8 hr.	A	09
Shanda Campbell	Food Service Worker- 6 hr.	A	09

Betty Carroll	Food Service Worker-8 hr.	C	09
Pamela Carver	Food Service Worker-8 hr.	C	09
Georgia Chancey	Lunchroom Manager	C	09
Crystal Cox	Food Service Worker-3 hr.	A	09
Mary DeHart	Food Service Worker-8 hr.	C	09
Julie DeLucia	Food Service Worker-3 hr.	A	09
Carolyn Dexter	Food Service Worker-8 hr.	C	09
Deborah F. Crawford	Food Service Worker-8 hr.	C	09
Patricia Ford	Food Service Worker-6 hr.	C	09
Annie Folsom	Food Service Worker-8 hr.	C	09
Lisa Fortner	Lunchroom Manager	A	09
Lisa Fralick	Food Service Worker-6 hr.	A	09
Yamile Gafas	Food Service Worker-3 hr.	A	09
Candace Hampton	Food Service Worker-3 hr.	A	09
Darlene Hillhouse	Food Service Worker-6 hr.	C	09
Linda Hingson	Food Service Worker-8 hr.	C	09
Rosanna Holtzclaw	Lunchroom Manager	C	09
Katherine Howard	Food Service Worker-6 hr.	C	09
Reba L. Hurst	Food Service Worker-8 hr.	A	09
Deborah Ibarra	Food Service Worker-6 hr.	A	09
Carol Jenkins	Food Service Worker-3 hr.	A	09
Katrina V. Johnson	Food Service Worker-8 hr.	C	09
Wendy Jones	Assistant Lunchroom Manager	A	09
Nannette Kimbro	Assistant Lunchroom Manager	C	09
Rebecca Kirby	Assistant Lunchroom Manager	C	09
Deborah Konecki	Food Service Worker-3 hr.	A	09
Amelia Kurtz	Food Service Worker-8 hr.	A	09
Janice Lee	Assistant Lunchroom Manager	C	09
Jennifer McGee	Food Service Worker-6 hr.	C	09
Evelin Najera	Food Service Worker-6 hr.	A	09
Paul Otterbine	Food Service Worker-6 hr.	A	09
Shirley Philmore	Food Service Worker-8 hr.	A	09
Linda M. Plymel	Lunchroom Manager	C	09
Phyllis Postell	Food Service Worker-3 hr.	A	09
Melanie Rickett	Assistant Lunchroom Manager	C	09
Donna Rightmire	Food Service Worker-3 hr.	A	09
Earnestine Riley	Food Service Worker-3 hr.	A	09
Sarah D. Stancel	Lunchroom Manager	C	09
Lonie J. Sullivan	Food Service Worker-8 hr.	C	09

Rosetta Thomas	Food Service Worker-6 hr.	A	09
Rhonda Tillman	Food Service Worker-6 hr.	A	09
Lucille Turner	Food Service Worker-8 hr.	C	09
Edith Underwood	Food Service Worker-6 hr.	A	09
Julie Verdegem	Food Service Worker-3 hr.	A	09
Tammie P. Warner	Lunchroom Manager	C	09
Vickie Waters	Food Service Worker-8 hr.	C	09
Stephanie Whittington	Food Service Worker-8 hr.	A	09
Teresa Williams	Food Service Worker-8 hr.	C	09
William Yates	Food Service Worker-6 hr.	A	09

Information Technology Department:

Donna Bass	Administrative Secretary	C	12
S. Whitt Fissell	Information Technology Technician	C	12
Brian Gollery	Information Technology Technician	INT C	12
Michael Howell	Information Technology Technician	C	12
Kelly Philmore	Network Specialist	C	12
Natasha Pittman	Software Specialist	INT C	12
Robin Taylor	Information Technology Technician	C	12

School Nurses:

Goldie Fralick	School Nurse	C	10
Michele Howard	School Nurse	C	10
Kelley Humphries	School Nurse	A	10
Patricia A. Nixon	School Nurse	C	10
Shalenthia Reynolds	School Nurse	INT C	10
Mary Katherine Sellgren	School Nurse	C	10

Suwannee Elementary School:

Tanya Crain	Paraprofessional - ESE	C	09
David L. Daniels	Custodian	C	12
Marilynn Eaken	School Secretary	A	12
*Patricia Hines	School Bookkeeper	C	12
Cheryl Ann Jackson	Media Clerk	C	10
Cathy Jerkins	Paraprofessiona	A	09
Keith Johnson	Custodian	A	12
JoAnn LeDew	Paraprofessional	C	09
**Jessica Melgar	Paraprofessional	C	09
Lenora Pate	Paraprofessional	C	09

Yvette Perez	Migrant Education Basic Skills Tutor	C	10
Vernita Reed	Head Custodian	C	12
Ashley Reeves	Paraprofessional - ESE	C	09
Kristin Register	Paraprofessional	C	09
Tralene Sasso	Paraprofessional	C	09
*Tammy B. Tomlinson	Administrative School Secretary	C	12

*Confidential employee

** Grant funded - until funds are depleted

Suwannee-Hamilton Technical Center:

Richard Allen	School/Community Liaison	C	12
Richard Calvitt	Financial Aid Coordinator	C	12
Georgia Carwise	Custodian	C	12
Virginia Crews	Paraprofessional	C	09
Laura Hernadez	School Secretary	A	12
Tammy Johns	School Secretary	C	12
James R. Johnson	Head Custodian	C	12
Ashley Kirby	Pre-K Paraprofessional/Lead CDA	C	09
*Lynn Lee	School Bookkeeper	C	12
TaTrease Sapp	Paraprofessional	C	09
*Dana Tidwell	Administrative Secretary	A	12

*Confidential employees

Suwannee High School:

Kathleen Aukerman	Administrative Secretary	C	12
Carla Blalock-Herring	Media Clerk	C	10
Susan J. Brown	Administrative School Secretary	C	11
Viola Brown	Custodian	C	12
Gail Butler	Paraprofessional - ESE	C	09
*Heather Crotty	School Bookkeeper	A	12
Robert George	Custodian	A	12
Linda Goodman	Custodian	C	11
Claudies Ivey	Custodian	C	12
A. Lloyd Jackson	Custodian	C	12
Jimmy L. Jackson	Security Guard	C	12
Karen Jackson	Attendance Clerk	C	10
Christopher T. Jordan	Paraprofessional/interpreter	C	09
Manuel Maldonado	Paraprofessional	A	09
Edward McLarty	Head Custodian	C	12
Jennifer Prevatt	Paraprofessional	A	09

Gretchen Rasdorf	Paraprofessional	C	09
Maria Reyes	Paraprofessional	A	09
Janette Schenck	Paraprofessional	C	09
Tammy Turner	Paraprofessional	A	09
Laketha D. Wilson	School Secretary	C	12

*Confidential employee

Suwannee Intermediate School:

Lori Alban	School Secretary	A	11
Cristina Batton	Paraprofessional	A	09
Crystal Gill	Paraprofessional	A	09
*Toni Graves	School Bookkeeper	C	12
Michael Herring	Student Care Attendant – ESE	C	09
Shari Lynn Herron	Paraprofessional - ESE	C	09
Naela Jimenez	Pre-K Paraprofessional	A	12
Dona E. Norris	Media Clerk	C	10
Timothy Rickett	Custodian	A	12
Tiffany Sanders	Paraprofessional - Title I	C	09
Evan Saunders	Head Custodian	C	12
Holly Setzer	Paraprofessional	C	09
Lori Smith	Custodian	A	12
Amy Steed	Paraprofessional	C	09
Pamela Taylor	Paraprofessional/interpreter	A	09
Ronald Tucker	Paraprofessional	C	09
Mayra Salazar-Villa	Paraprofessional	A	09
Erin Vogel	School Secretary	C	12

*Confidential employee

** Grant funded - until funds are depleted

Suwannee Middle School:

D. Evelyn Aue	School Secretary	C	12
Amanda Bartley-Ramirez	Paraprofessional	C	09
Jenna Bates	Paraprofessional/interpreter	A	09
Pam Caruso	Custodian	C	12
Sharan Dedge	Paraprofessional - ESE	C	09
*Leigh Fernald	School Bookkeeper	A	12
Cynthia Ford	Custodian	C	12
Sandra L. Fountain	Head Custodian	C	12
Debra Hodges	Paraprofessional	C	09

Glenda Jody Musgrove	Media Clerk	C	10
Theresa Owens	Paraprofessional	C	09
Kayla N. Roper	Paraprofessional	A	09
Kathleen J. Shea	Administrative School Secretary	C	12
Lisa Shuler	Custodian	A	12
Ashley Skelly	Clerk	A	11
Elizabeth Smith	Paraprofessional	A	09
Naomi Spears	Custodian	C	12
Barbara A. Tucker	Paraprofessional ESE	C	09
Jacquelyn D. Wiggins	Paraprofessional - ESE	C	09
Amanda Williams	Paraprofessional	C	09
Carla A. Williams	General Receptionist	C	11
Herbert Williams	Custodian	C	12

*Confidential employee

** Grant funded - until funds are depleted

Suwannee Primary School:

Tamra Abercrombie	Pre-K Paraprofessional/Lead CDA	C	09
Ila F. Allen	Paraprofessional	C	09
LaDonna S. Baker	Paraprofessional	C	09
June Bashaw	Paraprofessional	A	09
Marolyn E. Black	Paraprofessional	C	09
Tara Brock	Pre-K Paraprofessional/Lead CDA	C	09
Kadie Butler	Pre-K Paraprofessional	A	09
Melanie G. Chambliss	Secretary/Administrative Aide	C	12
Denise Chandler	Paraprofessional	C	09
Linda Cheshire	Paraprofessional	C	09
Tenlee DeLoach	Pre-K Paraprofessional/Lead CDA	C	09
Jody Ellison	Head Custodian	C	12
Michael Fusco	Custodian	A	12
Penny Gamble	Paraprofessional	C	09
*Debra J. Gamble	School Bookkeeper	C	12
Mayra Gonzalez	Paraprofessional	C	09
Janet Good	Paraprofessional	A	09
Linda M. Howard	Paraprofessional	C	09
Laritta Hunter	Paraprofessional	A	09
Imelda Jaramillo	Pre-K Interpreter/Parent Liaison	C	12
Nancy Jernigan	Paraprofessional	C	09
Amanda Kiser	Paraprofessional Pre-K	A	09

Traci Kitchel	Paraprofessional Pre-K	A	09
*Roberta G. Kuyrkendall	Administrative School Secretary	C	12
David Lee Laxton	Paraprofessional	A	09
Connie Little	School Secretary	C	12
Brittany Lock	Paraprofessional	A	09
Luvernia Lock	Pre-K Paraprofessional/Lead CDA	C	09
Rajan Maharajh	Custodian	A	12
**Vanessa Mares-Isidro	Paraprofessional	A	09
Janice McCall	Pre-K Paraprofessional/Lead CDA	C	09
Sarah McIntosh	Paraprofessional	C	09
Katey Melland	Paraprofessional	C	09
Sarah Musgrove	Paraprofessional	A	09
**Widaly Nieves-Lopez	Paraprofessional	C	09
Debbie Ritchey	Custodian	C	12
Julie Skeen	Paraprofessional	A	09
Geraldine Thomas	Paraprofessional	C	09
Lori Torres	Paraprofessional	C	09
Dora D. Townsend	Pre-K Paraprofessional/Lead CDA	C	09
Rhonda Twilley	Paraprofessional	C	09
Ellawese Washington	Paraprofessional Title I	C	09
Ronna Williams	Media Clerk	A	10
Stephanie Williams	Paraprofessional	C	09
Deanna Yott	Pre-K Paraprofessional/Lead CDA	C	09

*Confidential employees

** Grant funded - until funds are depleted

Transportation Department:

Euncie Ansley-Dunmore	Bus Driver	A	09
Elizabeth Ash	Bus Driver (O-O-C)	C	09
Andrew Baker	Bus Driver	C	09
David Barnes	Bus Driver	A	09
Sharon Lynn Bass	Bus Driver	C	09
David Beard	Bus Driver	C	09
Timothy Bennett	Bus Driver	A	09
Dorie Bingemen	Bus Driver	C	09
Sharna Blanco	Bus Driver	A	09
Alma Brown	Bus Driver	C	09
Tiffany Brown	Bus Driver	A	09
Edna M. Bryant	Bus Driver	C	09

Chinneta Butler	Bus Driver	C	09
LaRonda Butler	Bus Driver	A	09
Shateea Butler	Bus Driver	C	09
Quinton Callum	Bus Mechanic	C	12
Donna Cassan	Bus Driver	A	09
Sarah Chavis	Bus Driver	C	09
Amanda Colon	Bus Driver	A	09
Gary A. Colvin	Vehicle Maintenance Manager	C	12
*Tina M. Colvin	Administrative Secretary I	C	12
Chancie L. Corbett	Bus Driver	C	09
Daniel Dortch	Bus Attendant	A	09
James Dunham	Bus Driver	A	09
*Ernestine P. Fleming	Operations Manager	C	12
Willie Charles Ford	Mechanic	C	12
Caren L. Fout	Bus Driver	C	09
Pauline Frazier	Bus Driver	C	09
Stacey Futch	Head Mechanic	C	12
Robin Garbett	Bus Driver	A	09
Mercedes Gervacio	Bus Attendant	A	09
Anna Gienger	Bus Driver	A	09
Tia Ginn	Bus Driver	A	09
Gerald Guy	Bus Driver	A	09
Toni Hansard	Bus Driver	C	09
Teneshia Henderson	Bus Driver	A	09
Debra Hill	Bus Attendant	C	09
Susan W. Holloway	Bus Driver	C	09
Joetta Jackson	Bus Driver	A	09
Tarachael James	Bus Attendant	A	09
Carol Jenkins	Bus Driver	C	09
Kelly Jenkins	District Secretary	A	12
Tina Johns	Bus Driver	A	09
Sandra Koehn	Bus Driver	C	09
Scott Koehn	Mechanic	C	12
Robin Krause	Bus Driver	A	09
Moncia Lorenz	Bus Driver	A	09
Mary Mais	Bus Driver	A	09
Haddie Mann	Bus Driver	C	09
Michael D. Martin	Bus Driver	C	09
Scott Melanson	Mechanic	C	12

Kristine Meyers	Bus Driver	C	09
Bobby Moman	Bus Driver	A	09
Lillian Moman	Bus Driver	A	09
Eva Moore	Bus Driver	C	09
Janet Moore-Harris	Bus Driver	C	09
Michael Munhall	Mechanic Helper	A	12
Sandra G. Neely	Bus Driver	C	09
Robin Oliver	Bus Driver	A	09
Monica Pitts	Bus Driver	C	09
Phyllis Postell	Bus Driver	C	09
Gloria Presley	Bus Driver	C	09
Johnna Rafferty	Bus Driver	C	09
Earnestine H. Riley	Bus Driver	C	09
Hope Robinson	Bus Driver	A	09
Synthia Schnaudigel	Bus Driver	C	09
Janice Thompson	Bus Driver	C	09
Gail Tooten	Bus Driver	C	09
Misty Voss	Bus Driver	C	09
Alice Wenig	Bus Driver	A	09
Kelly Wiggins	Bus Attendant	C	09
Inez Williams	Bus Driver	C	09
Lakeisha Williams	Bus Driver	C	09
Joel Bruce Williamson	Bus Mechanic	A	12
Karen Willis	Bus Driver	C	09

*Confidential employees

**End of List
2015-2016
School Year**

PERSONNEL CHANGES LIST ADDENDUM

RECOMMENDATION: ADMINISTRATIVE:

Transportation Department

Christopher Landrum, Director of Transportation, effective July 1, 2015

REPLACES: Jesse Lovelace

END OF PERSONNEL CHANGES LIST ADDENDUM

School Board Attorney – Leonard Dietzen:

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

Superintendent of Schools – Jerry Scarborough:

15. Superintendent's Report – No matters to report.

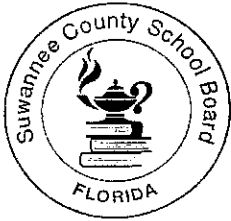
School Board Members:

16. Issues and concerns Board members may wish to discuss

- Ms. Cason stated she received a request from Robert Ford regarding a letter of support for Douglass Center's application for a preservation grant. Mr. Scarborough stated he would write the letter on behalf of the Board.

The meeting adjourned at 7:24 p.m.

SUWANNEE COUNTY SCHOOL BOARD



Serving The Children Of Our Community

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

JERRY A. SCARBOROUGH
Superintendent of Schools

JERRY TAYLOR
DISTRICT 1

CATHERINE CASON
DISTRICT 2

JULIE ULMER
DISTRICT 3

ED DA SILVA
DISTRICT 4

RONALD WHITE
DISTRICT 5

LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools *JAS/BB*
FROM: Mark A. Carver, Director of Facilities *[Signature]*
DATE: June 8, 2015
RE: Agenda Item for June 23, 2015, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of Property Records Disposition Form for June 2015.

BACKGROUND:

Capitalized assets are obsolete or no longer serviceable.

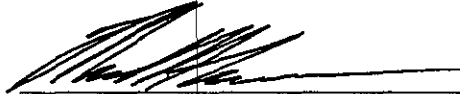
**SUWANNEE COUNTY SCHOOL BOARD
PROPERTY DISPOSITION FORM
BOARD MEETING
JUNE 2015**

PROPERTY RECORD #	ITEM	DESCRIPTION	ORIGINAL PURCHASE PRICE	ORIGINAL PURCHASE DATE	COST CENTER	REQUESTED DISPOSITION
99006699	Computer	Laptop HP	\$ 1,022.20	May-09	SHTC	Missing
99005728	Computer	and Monitor	\$ 1,076.87	Jan-07	SHTC	Missing
99005953	Computer	Laptop	\$ 1,049.00	May-07	SES	Surplus
99005954	Computer	Laptop	\$ 1,049.00	May-07	SES	Surplus
99005955	Computer	Laptop	\$ 1,049.00	May-07	SES	Surplus
99005956	Computer	Laptop	\$ 1,049.00	May-07	SES	Surplus
99005957	Computer	Laptop	\$ 1,049.00	May-07	SES	Surplus
99005958	Computer	Laptop	\$ 1,049.00	May-07	SES	Surplus
99005959	Computer	Laptop	\$ 1,049.00	May-07	SES	Surplus
99005962	Computer	Laptop	\$ 1,049.00	May-07	SES	Surplus
99005963	Computer	Laptop	\$ 1,049.00	May-07	SES	Surplus
99005967	Computer	Laptop	\$ 1,049.00	May-07	SES	Surplus
99005968	Computer	Laptop	\$ 1,049.00	May-07	SES	Surplus
99005970	Computer	Laptop	\$ 1,049.00	May-07	SES	Surplus
99005950	Notebook	Computer Cart	\$ 1,599.95	Jun-07	SES	Surplus
99003428	Computer	Software	\$ 2,156.25	Sep-98	SHTC	Surplus
99003429	Computer	Software	\$ 2,156.25	Sep-98	SHTC	Surplus
		TOTAL	\$ 20,599.52			

**JOHNSON COUNTY SCHOOL BOARD
PROPERTY DISPOSITION FORM
BOARD MEETING
JUNE 2015**

PROPERTY RECORD #	ITEM DESCRIPTION	ORIGINAL PURCHASE PRICE	ORIGINAL PURCHASE DATE	COST CENTER	REQUESTED DISPOSITION
----------------------	------------------	-------------------------------	------------------------------	----------------	--------------------------

Requested By:



APPROVED BY:

MARK A. CARVER,
DIRECTOR OF PROPERTY RECORDS

SUPERINTENDENT

6/23/2015

DATE

BOARD CHAIRMAN

PROPERTY DISPOSITION FORM

[illegible]

CONDITION KEY

GOOD
FAIR
POOR

DISPOSITION KEY:

SURPLUS	
TRANSFER	
STOLEN	
TRADED-IN (AN EXPLANATION SHOULD BE INCLUDED ON ANY ITEM TO BE TRADED.)	
UNLOCATED (LOST INCIDENT REPORT ATTACHED)	

REMARKS:

****PLEASE SEE ATTACHED DOCUMENTATION. THESE COMPUTERS HAVE NOT BEEN SCANNED SINCE 5/11/12.****

RELEASED BY:

RECEIVED BY:

DATE: 5/21/15

DATE:

SCSB APPROVED 3/22-11

FORM #7200-118

**SUWANNEE COUNTY SCHOOL BOARD
LOST PROPERTY INCIDENT REPORT**

DEPARTMENT/SCHOOL Suwanne-Hamilton Tech Center DATE May 12, 2015

SITE PROPERTY CUSTODIAN Walter Boatright, Jr. TITLE Principal

LOST PROPERTY RECORD # 99006699 ORIGINAL PURCHASE PRICE \$1,022.20

ORIGINAL PURCHASE DATE _____

LOST PROPERTY DESCRIPTION Hewlett Packard 6530B Laptop

LAST DATE PROPERTY INVENTORIED 5/11/2012

PROPERTY'S LOCATION WHEN LAST INVENTORIED BLDG 1 ROOM 20

PERSONNEL PROPERTY ASSIGNED TO Kim Thomas TITLE Instructor

EXPLANATION OF INCIDENT SURROUNDING MISSING PROPERTY

The indicated property has not been scanned during inventory since 5/11/2012. During 2013 inventory, it was suspected the said laptop had been surplussed by IT. IT having no record of it in their surplus, a police report was filled out on the missing property. However, the item is still on the inventory list. Please see attached documentation of the account.

PROCEDURE TAKEN TO LOCATE MISSING PROPERTY

Re-checked last known place of inventory. Pulled old records, files, emails and police report which indicate item has been missing since 2013 inventory. Please documentation attached.

DISCIPLINARY ACTION TAKEN none

POLICE CONTACTED? YES attached NO _____ (If yes, attach copy of police report)

Walter Boatright, Jr.
SIGNATURE OF SITE'S PROPERTY CUSTODIAN DATE 5/12/15

SIGNATURE OF TEACHER/PERSONNEL RESPONSIBLE AT SITE DATE _____



LIVE OAK POLICE DEPARTMENT

205 SE White Avenue
Live Oak, FL 32064

Page 1 of 1

Asset Tag #

Description

OFFICER

CASE NUMBER

B Harrison

0113028477

(386) 362-7463

FAX (386) 208-1420

number

Last Scanned
Date

Recorded Location

NOTES

99001233 VIEWER, PC

99006707 COMPUTER, LAPTOP

99004604 COMPUTER MONITOR/KEYBRD

99004589 COMPUTER MONITOR/KEYBRD

99006699 COMPUTER, LAPTOP

99005728 COMPUTER AND MONITOR

99006698 COMPUTER, LAPTOP

99006700 COMPUTER, LAPTOP

99000931 PRINTER, LASER

HEWLETT

PACKARD

DELL

DELL

HEWLETT

PACKARD

DELL

HEWLETT

PACKARD

HEWLETT

PACKARD

HEWLETT

PACKARD

SB6530B

GX270T

GX40

6530B

OPTI GX520

6530B

6530B

6P JET

CNU9160K7M

BMD4Q31

K15WJ

CNU90367NF

46KMFC1

CNU90367LF

CNU90367B1

SUSBB272267

05/07/2012

05/14/2012

05/08/2012

05/14/2012

05/11/2012

05/08/2012

05/09/2012

05/10/2012

05/10/2012

VOTECH BLG01 RM007

VOTECH BLG01 RM007

VOTECH BLG01 RM008

VOTECH BLG01 RM017

VOTECH BLG01 RM02C

VOTECH BLG01 RM02E

VOTECH BLG01 RM03E

VOTECH BLG09 RM00E

VOTECH BLG13 RM01E




01/07/13
- In Focus Viewer - 9/05
- HP in vault
- Bob
- location Douglas Center / 01-05
- Kim - 01/07/13
- 01/026
- Culinary - 01/38
old # 18070 / 01/020
99/113
Susbb272267
bought in 1997


Records Not Scanned:

9

07/10/2013

Blue
Heinrich
CC Law
mintan

From:  Josh Williams
Subject: Re: Teacher computer/printer
To:  Ann Warner
Cc:  Walter Boatright

Monday, July 15, 2013 1:37:53 PM 

Below is what our records show as the last location of the computers. I will check with Kelly, but I think we did all the paperwork for the transfer of the technology we removed.

Josh Williams
Director of Technology
Suwannee County Schools
josh@suwannee.k12.fl.us
386.647.4100

Ann Warner on Monday, July 15, 2013 at 11:40 AM -0400 wrote:
Good morning Josh,

Mr. Boatright is unable to access his computer but he would like to know if the district will provide a laptop/desktop teacher computer for Pharmacy Tech or will the Tech Center need to purchase this.

Also, we have the following computers missing from our inventory. They were here last year but during the replacement of old with new computers have gone missing. Is there a chance that I didn't get the list with those numbers?

99006707 - laptop - @ SHS in room 119
99004604 - computer desktop -
99004589 - computer desktop
99006699 - laptop
99005728 - computer desktop
99006698 - laptop - @ SHTC room 002
9900931 - printer

Thanks for your help.

Ann Warner
SHTC Administrative Secretary
386) 647-4202

Live Oak Police Department

Report: 07/16/2013 13:35

Incident Report

Case # 01-13-028477

Case # 01-13-028477	Report 07/16/2013 13:35	Occurred From 05/01/2012 00:00	Occurred To 07/16/2013 11:19	Report Type Original Cleared 07/16/2013 11:30
Dept. Classification Property Lost		Case Status Closed	Case Status Date 07/16/2013	
Common Name SUWANNEE HAMILTON VO-TECH - 415 SW PINWOOD DR Live Oak, FLORIDA 32064 (Suwannee County)				
Day of Week : Tuesday Dispatched : 07/16/2013 11:19 Arrived : 07/16/2013 11:19 Location Type : School/University Shift : Day Shift Zone : Zone 3				
Alcohol Related : Unknown Drug Related : Unknown Total Damaged Property Value : \$0.00 Total Stolen Property Value : \$0.00 Total Recovered Property Value : \$0.00				

1	Person Type Victim	Business/Person Name SUWANNEE HAMILTON VO TECH			Business Phone (386) 647-4200
	Home Phone	Person Address			
	Other Phone	Employer Address Use Address from Incident Location Information			
	Race	Sex	SSN	DL Exp. Date	DL Number
	Birth Date	Birth Place			
	Employer : SUWANNEE HAMILTON VO TECH Victim Type : Other Will File Charges : Not Applicable Can Identify Offender : Not Applicable				
	Residency Type : Agency City Citizenship : United States Body Marks:				
End of Person: 1					

2	Person Type Rpt Person	Business/Person Name CAROL ANN WARNER			Business Phone (386) 647-4202
	Home Phone	Person Address 13945 76TH ST Live Oak FLORIDA 32060			
	Other Phone	Employer Address Use Address from Incident Location Information			
	Race White	Sex Female	SSN	DL Exp. Date 08/05/2019	DL Number W656101597850
	Birth Date 08/05/1959	Birth Place			
	Age : 52 DL State : FLORIDA Ethnic Origin : Non-Hispanic Min. Height : 5'09" Adult/Juvenile : ADULT				
	Employer : SUWANNEE HAMILTON VO TECH Residency Type : Agency Home County Citizenship : United States Body Marks:				
End of Person: 2					

1	Category LOST	Property Type COMPUTER	Make HEWLETT PACKARD	Model SB6530B
	Serial # CNU9160K7M	Color	Description LAP TOP COMPUTER	Condition USED
	Quantity/Weight : 1			
End of Property: 1				

Reporting Officer F BRADLEY MICHAEL HARRISON (1937)	Department LIVE OAK POLICE DEPT	Report Status: Approved
Supervising Officer		Date/Time
Verifying Officer SEPH MARIO DALY (1936)	Department LIVE OAK POLICE DEPT	Date / Time 07/25/2013 11:58

01-13-028477

Live Oak Police Department

Report 07/16/2013 13:35

Incident Report

Case # 01-13-028477

PROPERTY 2	Category LOST	Property Type COMPUTER	Make DELL	Model GX270T
	Serial # BMD4Q31	Color	Description DESKTOP	Condition USED
	Quantity/Weight : 1			

End of Property: 2

PROPERTY 3	Category LOST	Property Type COMPUTER	Make DELL	Model GX40
	Serial # K15WJ	Color	Description DESKTOP COMPUTER	Condition USED
	Quantity/Weight : 1			

End of Property: 3

PROPERTY 4	Category LOST	Property Type COMPUTER	Make HEWLETT PACKARD	Model 6530B
	Serial # CNU90367NF	Color	Description LAP TOP	Condition USED
	Quantity/Weight : 1			

End of Property: 4

PROPERTY 5	Category LOST	Property Type COMPUTER	Make DELL	Model OPTI X520
	Serial # 46KMFC1	Color	Description DESKTOP	Condition USED
	Quantity/Weight : 1			

End of Property: 5

PROPERTY 6	Category LOST	Property Type COMPUTER	Make HEWLETT PACKARD	Model 6530B
	Serial # CNU90367LF	Color	Description LAP TOP COMPUTER	Condition USED
	Quantity/Weight : 1			

End of Property: 6

Reporting Officer FF BRADLEY MICHAEL HARRISON (1937)	Department LIVE OAK POLICE DEPT	Report Status: Approved
Supervising Officer		Date/Time
Verifying Officer JOSEPH MARIO DALY (1936)	Department LIVE OAK POLICE DEPT	Date / Time 07/25/2013 11:58

LIVE OAK POLICE DEPT

Incident Report

Case # 01-13-023477

PROPERTY 7	Category LOST	Property Type PRINTER ALL TYPES	Make HEWLETT PACKARD	Model 6PJET
	Serial # SUSBB272267	Color	Description LASER PRINTER	COPY USED
	Quantity/Weight : 1			
End of Property: 7				

NARRATIVE 1	Topic ORIGINAL REPORT
	<p>INFORMATION/LOST PROPERTY REPORT ONLY:</p> <p>ATTACHMENTS: COPY OF INVENTORY OF LOST COMPUTERS/PRINTER</p> <p>ON 07/16/2013 AT APPROXIMATELY 1119 HR, CONTACT WAS MADE WITH CAROL "ANN" WARNER AT THE SUWANNEE HAMILTON VO TECH IN REFERENCE TO SEVERAL COMPUTERS AND A PRINTER THAT THE SCHOOL CANNOT LOCATE AS OF THIS TIME. ANN MADE ME AWARE THAT THE ITEMS LOST/MISPLACED WERE THREE HEWLETT PACKARD LAP TOP COMPUTERS, THREE DELL DESK TOP COMPUTERS AND ONE HEWLETT PACKARD LASER PRINTER. ANN ADVISED THE LAST TIME THESE ITEMS WERE SEEN WAS IN MAY/JUNE 2012 WHEN THE LAST INVENTORY WAS COMPLETED.</p> <p>ANN EXPLAINED THESE ITEMS WERE INVENTORIED IN DIFFERENT CLASS ROOMS THROUGH OUT THE SCHOOL. ANN STATED SHE WANTED LAW ENFORCEMENT TO BE AWARE OF THE LOST COMPUTERS AND THAT AS OF THIS TIME THE SCHOOL DOES NOT CONSIDER THEM TO BE STOLEN, THEY CONSIDER THEM TO BE MISPLACED. THIS REPORT WAS GENERATED, INCASE THESE COMPUTERS AND THE PRINTER ARE LATER FOUND TO BE STOLEN.</p> <p>DESCRIPTIONS, SERIAL NUMBERS AND MODEL NUMBERS OF THESE LOST ITEMS CAN BE FOUND WITH IN THE MODULES OF THIS REPORT.</p>
	End of Narrative: 1

Reporting Officer OFF BRADLEY MICHAEL HARRISON (1937)	Department LIVE OAK POLICE DEPT	Report Status: Approved
Supervising Officer		Date/Time
Verifying Officer JOSEPH MARIO DALY (1936)	Department LIVE OAK POLICE DEPT	Date / Time 07/25/2013 11:58

01-13-023477

**SUWANNEE COUNTY SCHOOL BOARD
LOST PROPERTY INCIDENT REPORT**

DEPARTMENT/SCHOOL Suwanne-Hamilton Tech Center DATE May 12, 2015

SITE PROPERTY CUSTODIAN Walter Boatright, Jr. TITLE Principal

LOST PROPERTY RECORD # 99005728 ORIGINAL PURCHASE PRICE \$1,076.87

ORIGINAL PURCHASE DATE _____

LOST PROPERTY DESCRIPTION DELL Computer & Monitor

LAST DATE PROPERTY INVENTORIED 5/8/2012

PROPERTY'S LOCATION WHEN LAST INVENTORIED BLDG 1 ROOM 26

PERSONNEL PROPERTY ASSIGNED TO Richard Allen TITLE Community Liason

EXPLANATION OF INCIDENT SURROUNDING MISSING PROPERTY

The indicated property has not been scanned during inventory since 5/11/2012. During 2013 inventory, it was suspected the said laptop had been surplussed by IT. IT having no record of it in their surplus, a police report was filled out on the missing property. However, the item is still on the inventory list. Please see attached documentation of the account.

PROCEDURE TAKEN TO LOCATE MISSING PROPERTY

Re-checked last known place of inventory. Pulled old records, files, emails and police report which indicate item has been missing since 2013 inventory. Please see attached documentation.

DISCIPLINARY ACTION TAKEN none

POLICE CONTACTED? YES attached NO _____ (If yes, attach copy of police report)

SIGNATURE OF SITE'S PROPERTY CUSTODIAN

DATE

SIGNATURE OF TEACHER/PERSONNEL RESPONSIBLE AT SITE

DATE



LIVE OAK POLICE DEPARTMENT

205 SE White Avenue
Live Oak, FL 32064

R

Asset Tag #

Description

OFFICER
CASE NUMBER

B Harrison

(386) 362-7463

FAX (386) 208-1420

nber

Last Scanned
Date

Recorded Location

NOTES

01/07/08

99001233 VIEWER, PC

99006707 COMPUTER, LAPTOP

99004604 COMPUTER MONITOR/KEYBRD

99004589 COMPUTER MONITOR/KEYBRD

99006699 COMPUTER, LAPTOP

99005728 COMPUTER AND MONITOR

99006698 COMPUTER, LAPTOP

99006700 COMPUTER, LAPTOP

99000931 PRINTER, LASER

HEWLETT
PACKARD
DELL

DELL

HEWLETT
PACKARD

DELL

HEWLETT
PACKARD
HEWLETTPACKARD
HEWLETT
PACKARD

PACKARD

SB6530B

GX270T

GX40

6530B

OPTI GX520

6530B

6530B

6P JET

CNU9160K7M

BMD4Q31

K15WJ

CNU90367NF

46KMFC1

CNU90367LF

CNU90367B1

SUSBB272267

05/07/2012

05/14/2012

05/08/2012

05/14/2012

05/11/2012

05/08/2012

05/09/2012

05/10/2012

05/10/2012

VOTECH BLG01 RM007

VOTECH BLG01 RM007

VOTECH BLG01 RM008

VOTECH BLG01 RM017

VOTECH BLG01 RM020

VOTECH BLG01 RM026

VOTECH BLG01 RM036

VOTECH BLG09 RM008

VOTECH BLG13 RM018

- In Focus Viewer - 9/05

- HP in vault

- Bob

- location Douglas Center / 01-057

- Kim - 01/007 B

- 01/026

- Culinary - 01/38

old # 18070 / 01/020

99/113

SUSBB272267

bought in 1997


Records Not Scanned:

9

07/10/2013

Blue
Harrison
CC Kow
Mitter

From:  Josh Williams

Monday, July 15, 2013 1:37:53 PM 

Subject: Re: Teacher computer/printer

To:  Ann Warner

Cc:  Walter Boatright

Below is what our records show as the last location of the computers. I will check with Kelly, but I think we did all the paperwork for the transfer of the technology we removed.

Josh Williams
Director of Technology
Suwannee County Schools
josh@suwannee.k12.fl.us
386.647.4100

Ann Warner on Monday, July 15, 2013 at 11:40 AM -0400 wrote:
Good morning Josh

Mr. Boatright is unable to access his computer but he would like to know if the district will provide a laptop/desktop teacher computer for Pharmacy Tech or will the Tech Center need to purchase this.

Also, we have the following computers missing from our inventory. They were here last year but during the replacement of old with new computers have gone missing. Is there a chance that I didn't get the list with those numbers?

99006707 - laptop -- @ SHS in room 119
99004604 - computer desktop -
99004589 - computer desktop
99006699 - laptop
99005728 - computer desktop
99006698 - laptop - @ SHTC room 002
9900931 - printer

Thanks for your help.

Ann Warner
SHTC Administrative Secretary
386) 647-4202

Live Oak Police Department

Report 07/16/2013 13:35

Incident Report

Case # 01-13-028477

I N C I D E N T	Case #	Report	Occurred From	Occurred To	Report Type
	01-13-028477	07/16/2013 13:35	05/01/2012 00:00	07/16/2013 11:19	Original
	Dept. Classification	Case Status	Case Status Date	COPY Cleared 07/16/2013 11:35	
	Property Lost	Closed	07/16/2013		
	Common Name				
SUWANNEE HAMILTON VO-TECH - 415 SW PINEWOOD DR Live Oak, FLORIDA 32064 (Suwannee County)					
Day of Week : Tuesday Dispatched : 07/16/2013 11:19 Arrived : 07/16/2013 11:19 Location Type : School/University Shift : Day Shift Zone : Zone 3					
Alcohol Related : Unknown Drug Related : Unknown Total Damaged Property Value : \$0.00 Total Stolen Property Value : \$0.00 Total Recovered Property Value : \$0.00					

P E R S O N 1	Person Type	Business/Person Name			Business Phone
	Victim	SUWANNEE HAMILTON VO TECH			(386) 647-4200
	Home Phone	Person Address			
	Other Phone	Employer Address Use Address from Incident Location Information			
	Race	Sex	SSN	DL Exp. Date	DL Number
	Birth Date	Birth Place			
	Employer : SUWANNEE HAMILTON VO TECH Victim Type : Other Will File Charges : Not Applicable Can Identify Offender : Not Applicable				
Residency Type : Agency City Citizenship : United States Body Marks:					
End of Person: 1					

P E R S O N 2	Person Type	Business/Person Name			Business Phone
	Rpt Person	CAROL ANN WARNER			(386) 647-4202
	Home Phone	Person Address 13945 76TH ST Live Oak FLORIDA 32060			
	Other Phone	Employer Address Use Address from Incident Location Information			
	Race	Sex	SSN	DL Exp. Date	DL Number
	White	Female		08/05/2019	W656101597850
	Birth Date	Birth Place			
Age : 52 DL State : FLORIDA Ethnic Origin : Non-Hispanic Min. Height : 5'09" Adult/Juvenile : ADULT					
Employer : SUWANNEE HAMILTON VO TECH Residency Type : Agency Home County Citizenship : United States Body Marks:					
End of Person: 2					

P R O P E R T Y 1	Category	Property Type	Make	Model
	LOST	COMPUTER	HEWLETT PACKARD	SB6530B
	Serial #	Color	Description	Condition
CNU9160K7M			LAP TOP COMPUTER	USED
Quantity/Weight : 1				
End of Property: 1				

Reporting Officer	Department	Report Status:
OFF BRADLEY MICHAEL HARRISON (1937)	LIVE OAK POLICE DEPT	Approved
Supervising Officer		Date/Time
Verifying Officer	Department	Date / Time
JOSEPH MARIO DALY (1936)	LIVE OAK POLICE DEPT	07/25/2013 11:58

Live Oak Police Department

Report 07/16/2013 13:35

Incident Report

Case # 01-13-028477

PROPERTY 2	Category LOST	Property Type COMPUTER	Make DELL	Model GX270T	COPY USED
	Serial # BMD4Q31	Color	Description DESKTOP		
	Quantity/Weight : 1				
End of Property: 2					

PROPERTY 3	Category LOST	Property Type COMPUTER	Make DELL	Model GX40	
	Serial # K15WJ	Color	Description DESKTOP COMPUTER	Condition USED	
	Quantity/Weight : 1				
End of Property: 3					

PROPERTY 4	Category LOST	Property Type COMPUTER	Make HEWLETT PACKARD	Model 6530B	
	Serial # CNU90367NF	Color	Description LAP TOP	Condition USED	
	Quantity/Weight : 1				
End of Property: 4					

PROPERTY 5	Category LOST	Property Type COMPUTER	Make DELL	Model OPTI X520	
	Serial # 46KMFC1	Color	Description DESKTOP	Condition USED	
	Quantity/Weight : 1				
End of Property: 5					

PROPERTY 6	Category LOST	Property Type COMPUTER	Make HEWLETT PACKARD	Model 6530B	
	Serial # CNU90367LF	Color	Description LAP TOP COMPUTER	Condition USED	
	Quantity/Weight : 1				
End of Property: 6					

Reporting Officer OFF BRADLEY MICHAEL HARRISON (1937)	Department LIVE OAK POLICE DEPT	Report Status: Approved
Supervising Officer		Date/Time
Verifying Officer JOSEPH MARIO DALY (1936)	Department LIVE OAK POLICE DEPT	Date / Time 07/25/2013 11:58

Incident Report

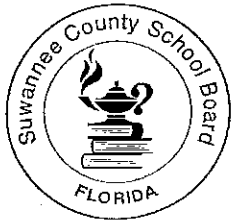
Case # 01-13-028477

P R O P E R T Y 7	Category LOST	Property Type PRINTER ALL TYPES	Make HEWLETT PACKARD	Model 6PJET
	Serial # SUSBB272267	Color	Description LASER PRINTER	COPY
	Quantity/Weight : 1			
End of Property: 7				

N A R R A T I V E 1	Topic ORIGINAL REPORT
	<p>INFORMATION/LOST PROPERTY REPORT ONLY:</p> <p>ATTACHMENTS: COPY OF INVENTORY OF LOST COMPUTERS/PRINTER</p> <p>ON 07/16/2013 AT APPROXIMATELY 1119 HR, CONTACT WAS MADE WITH CAROL "ANN" WARNER AT THE SUWANNEE HAMILTON VO TECH IN REFERENCE TO SEVERAL COMPUTERS AND A PRINTER THAT THE SCHOOL CANNOT LOCATE AS OF THIS TIME. ANN MADE ME AWARE THAT THE ITEMS LOST/MISPLACED WERE THREE HEWLETT PACKARD LAP TOP COMPUTERS, THREE DELL DESK TOP COMPUTERS AND ONE HEWLETT PACKARD LASER PRINTER. ANN ADVISED THE LAST TIME THESE ITEMS WERE SEEN WAS IN MAY/JUNE 2012 WHEN THE LAST INVENTORY WAS COMPLETED.</p> <p>ANN EXPLAINED THESE ITEMS WERE INVENTORIED IN DIFFERENT CLASS ROOMS THROUGH OUT THE SCHOOL. ANN STATED SHE WANTED LAW ENFORCEMENT TO BE AWARE OF THE LOST COMPUTERS AND THAT AS OF THIS TIME THE SCHOOL DOES NOT CONSIDER THEM TO BE STOLEN, THEY CONSIDER THEM TO BE MISPLACED. THIS REPORT WAS GENERATED, INCASE THESE COMPUTERS AND THE PRINTER ARE LATER FOUND TO BE STOLEN.</p> <p>DESCRIPTIONS, SERIAL NUMBERS AND MODEL NUMBERS OF THESE LOST ITEMS CAN BE FOUND WITH IN THE MODULES OF THIS REPORT.</p>
	End of Narrative: 1

Reporting Officer OFF BRADLEY MICHAEL HARRISON (1937)	Department LIVE OAK POLICE DEPT	Report Status: Approved
Supervising Officer		Date/Time
Verifying Officer JOSEPH MARIO DALY (1936)	Department LIVE OAK POLICE DEPT	Date / Time 07/25/2013 11:58

SUWANNEE COUNTY SCHOOL BOARD



Serving The Children Of Our Community

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

JERRY A. SCARBOROUGH
Superintendent of Schools

JERRY TAYLOR
DISTRICT 1

CATHERINE CASON
DISTRICT 2

JULIE ULMER
DISTRICT 3

ED DA SILVA
DISTRICT 4

RONALD WHITE
DISTRICT 5

LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools *JAS/RP*
FROM: Vickie Music DePratter, Chief Financial Officer *FOR VMD*
THRU: Janene Fitzpatrick, Director of Curriculum and Instruction *JF*
DATE: June 10, 2015
RE: Agenda Item for the June 23, 2015, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of the following contract/agreement for the 2014-2015 school year:

#2015-103 Amendment #1 to Attachment #15-051-A47 to North East Florida Educational Consortium (NEFEC) Contract #731-15-051 between the District School Board of Suwannee County and the District School Board of Putnam County on behalf of NEFEC to provide Virtual Instruction Program (VIP) Services (Janene Fitzpatrick, Designee) (Note: This is an amendment to SCSB Contract #2015-50, which was Board approved on September 9, 2014. This amendment is a result of an audit finding reported to NEFEC from another Florida school district.) (*Renewal/Revised*)

BACKGROUND:

This contract is for the purpose of providing services and/or products that may not be otherwise available to the Board or provided with greater efficiency at less cost.

AMENDMENT #1 TO ATTACHMENT # 15-051-A47

ATTACHMENT 15-051-A47 TO CONTRACT 731-15-051 BETWEEN THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM (NEFEC) TO PROVIDE VIRTUAL INSTRUCTION PROGRAM (VIP) SERVICES COMMENCING JULY 1, 2014, AND ENDING JUNE 30, 2015:

This amendment to Attachment #15-051-A47 is to reflect the following underlined changes:

I. NEFEC agrees as follows:

- H. To invoice the District quarterly three times a year as follows for courses offered:
- I. To comply with all requirements of Section 1002.45, Florida Statutes and with disclosure requirements adopted in rule by the State Board of Education.
- J. To ensure that all virtual instructors are highly qualified and hold a valid Florida Teaching Certificate.
- K. To provide evidence that all virtual instructors have passed a background screening as required by s. 1012.32, Florida Statutes, using state criminal history records from the Florida Department of Law Enforcement.
- L. To hold all information as confidential and not use such data for any purpose other than providing services and support to districts under this agreement. NEFEC shall use all such data and personally identifiable information in compliance with all applicable laws.
- M. To provide all confidential and identifiable information to districts via secure transmission methods, such as encrypted documents or use of available SFTP folders for each district.
- N. To disclose student-teacher ratios as requested by individual districts contracted with NEFEC.
- O. To follow the method listed below for conflict resolution:
Any dispute concerning performance of the contract shall be decided by the district school board's designated contract manager, who shall reduce the decision to writing and serve a copy to NEFEC. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, NEFEC files with the district school board a petition for administrative hearing. The district school board's decision on the petition shall be final, subject to NEFEC's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to NEFEC'S ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
- P. To only terminate this contract before its expiration as follows: a) both Parties agree in writing to the termination; or b) if either Party materially breaches the contract and fail to cure such breach within ninety (90) days following written notification of such breach from the other Party, the non-breaching Party may elect to terminate.

II. The District School Board of Suwannee County agrees as follows:

- P. To comply with all requirements of Section 1002.45, Florida Statutes and with disclosure requirements adopted in rule by the State Board of Education.

- Q. To follow the method listed below for conflict resolution: Any dispute concerning performance of the contract shall be decided by the district school board's designated contract manager, who shall reduce the decision to writing and serve a copy to NEFEC. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, NEFEC files with the district school board a petition for administrative hearing. The district school board's decision on the petition shall be final, subject to NEFEC's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to NEFEC'S ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
- R. To only terminate this contract before its expiration as follows: a) both Parties agree in writing to the termination; or b) if either Party materially breaches the contract and fail to cure such breach within ninety (90) days following written notification of such breach from the other Party, the non-breaching Party may elect to terminate.
- S. To be responsible for all debts for the District School Board of Suwannee County Virtual Instruction Program that arise out of NEFEC's performance of this contract if the contract is not renewed or is terminated. This does not excuse the District School Board of Suwannee County from paying any obligations incurred resulting from its obligations under this contractor from the payment of any debts incurred under this contract for termination, unless such termination is as provided for in R.

IN WITNESS WHEREOF, the parties hereto by the undersigned authorized to bind said parties, set their hands on this seal on the 21st day of April, 2015

District School Board of Putnam County District School Board of Suwannee County

Phyllis L. Criswell
by Phyllis L. Criswell, Superintendent

by Jerry A. Scarborough, Superintendent

Dated: 4/21/15

Dated: _____

Kathy Jorgensen
by Kathy Jorgensen, Chairperson

by Ed daSilva, Chairperson

Dated: 4/21/15

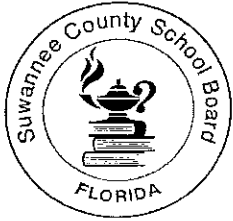
Dated: _____

North East Florida Educational Consortium

Jim Surrency
by Dr. James A. Surrency, Executive Director

Dated: 4/21/15

SUWANNEE COUNTY SCHOOL BOARD



Serving The Children Of Our Community

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

JERRY A. SCARBOROUGH
Superintendent of Schools

JERRY TAYLOR
DISTRICT 1

CATHERINE CASON
DISTRICT 2

JULIE ULMER
DISTRICT 3

ED DA SILVA
DISTRICT 4

RONALD WHITE
DISTRICT 5

LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools *JAS/AB*
FROM: Vickie Music DePratter, Chief Financial Officer *EBR FOR VMD*
THRU: Janene Fitzpatrick, Director of Curriculum and Instruction *JF*
DATE: June 10, 2015
RE: Agenda Item for the June 23, 2015, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of the following contract/agreement for the 2015-2016 school year:

#2016-32 North East Florida Educational Consortium (NEFEC) 2015-2016
Membership Master Contractual Agreement between the District School
Board of Suwannee County and the District School Board of Putnam
County on behalf of NEFEC (*Renewal*)

BACKGROUND:

NEFEC Membership Resolution Main Contract #731-16-051; Attachments #16-051-A1
and #16-051-A27.

This contract is for the purpose of providing services and/or products that may not be
otherwise available to the Board or provided with greater efficiency at less cost.

**North East Florida Educational Consortium
2015-2016 Membership**

This signature page is incorporated into and subject to all terms and conditions of the master contractual agreement between the District School Board of Suwannee County and the District School Board of Putnam County on behalf of the North East Florida Educational Consortium.

Suwannee County District Schools is participating in the following programs for 2015-2016:

Program:	Fee:
NEFEC Membership: Resolution Main Contract #731-16-051	\$18,169.70
Instructional Services - #16-051-A1	\$5.00 per FTE = \$29,750.00
Building Code Inspection - #16-051-A27	\$26,952.31

IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties, set their hands and seal on this the 23rd, day of JUNE, 2015.

APPROVED AND RECOMMENDED FOR SIGNING

District School Board of Suwannee County

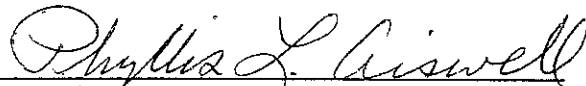
District School Board of Putnam County

by Jerry Scarborough, Superintendent


Dated: _____

by Ed daSilva, Chairperson

Dated: _____



by Phyllis L. Criswell, Superintendent

Dated: 5/5/15


by Kathy Jorgensen, Chairperson
DAVID BUCKLES, VICE CHAIR

Dated: 5/5/15

North East Florida Educational Consortium


by Dr. James A. Surrency, Executive Director

Dated: 5/5/15

RESOLUTION

A RESOLUTION OF THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA, ADOPTING A PLAN FOR COOPERATING WITH SCHOOL BOARDS OF OTHER DISTRICTS IN THIS STATE AND ESTABLISHING A PROCEDURE AND CONDITIONS FOR SUCH OPERATION OF AN EDUCATIONAL CONSORTIUM, AND CONTRACT FOR THE PURCHASE OF CERTAIN MATERIALS, SUPPLIES, EQUIPMENT, AND SERVICES TO BE USED OR PERFORMED IN RESPECTIVE SCHOOL SYSTEMS.

WHEREAS, the District School Board of Suwannee County, Florida has the power and the duty among other responsibilities to cooperate with other agencies in joint projects, programs and services through participation in an Educational Consortium, when it is in the best interest of the educational system and the taxpayers of Suwannee County and for the best interest of the educational system and the school children in meeting the school districts needs, and

WHEREAS, it is necessary to adopt plans for cooperating with school boards of other districts in this State, and in order to initiate this cooperation and these plans it is necessary that the Consortium be initiated by resolutions spread upon the minutes of each school board concerned, and

WHEREAS, the school boards of applying counties accepted by the boards including Baker, Bradford, Columbia, Dixie, Flagler, Gilchrist, Hamilton, Lafayette, Levy, Nassau, Putnam, Suwannee and Union Counties, P.K. Yonge Developmental Research School, and the Florida School for the Deaf and the Blind, plus any other who adopts a like resolution, agree to participate and are approved as a member by the Board of Directors, hereinafter called the Cooperating Boards, have expressed a desire to enter into a Consortium under which the participating counties may jointly perform, bid, contract for, and purchase certain materials, supplies, equipment, and services to be used in respective school systems and operate programs as authorized and permitted by law and State Board of Education Rules including, but not limited to, those listed in Section I of this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT SCHOOL BOARD OF
SUWANNEE COUNTY, FLORIDA, IN A REGULAR SESSION ON JUNE 23, 2015, AT
THE SUWANNEE COUNTY SCHOOL ADMINISTRATION BUILDING,
LIVE OAK, FLORIDA, AS FOLLOWS:

SECTION 1. That the District School Board of Suwannee County, Florida, does hereby determine that it is in the best interest of the taxpayers and students of Suwannee County to cooperate with other counties in the operation of an Educational Consortium which shall include, but not be limited to bidding, contracting, and purchasing arrangements pursuant to a plan to implement the following services and/or programs:

- (a) Grants (federal, state, and private): *pursuant to eligibility*
 - FDLRS (Florida Diagnostic and Learning Resources System): *no cost / grant funded*
 - TIF SEEC: *no cost / grant funded*
 - FDLRS Statewide Administration Project
 - Institute for Small and Rural Districts: *no cost / grant funded*
- (b) Instructional Services Program: *contracted services*
 - Opportunity to participate in any grant written in FY 15-16: *pursuant to eligibility requirements.*
 - Master Inservice Plan Development, including endorsement and add-on certification.
 - Leadership Plan Development
 - Alternative Certification Plan
 - Teacher and principal evaluation technical assistance
 - Textbook adoption for core areas
 - Professional Development System Evaluation Protocol technical assistance
 - grant writing support
 - NOEL initiatives
 - technical and implementation assistance for legislative mandates
 - College and Career Readiness Initiative
 - Principal Leadership Academy: *per participant fee*
 - Aspiring Leaders Program: *per participant fee*
 - E-Learning professional development: *per participant fee – discounted rate*

- Florida Standards professional development
- BODLDP (Board of Directors Leadership Development Program)
- (c) Digital Classroom Plan technical assistance: *no cost/supported via NEFEC*
- (d) Student Testing: *contracted services*
- (e) Risk Management: *contracted services*
- (f) Policy Development, Revision, and Update Service: *no cost/supported via NEFEC (approx. value of \$5K per district for revision and annual update)*
- (g) Printing Services: *discounted printing services*
- (h) Educational Technology Services: *contracted services*
(student information, human resources, finance)
- (i) Human Resources Management Network: *partially supported by NEFEC/contracted services*
- (j) Public Relations/Web Services: *no cost / supported via NEFEC*
- (k) Legislative Network Services: *partially supported by NEFEC funding/membership fee*
- (l) Building Code Program: *contracted services*
- (m) Instructional Technology: *contracted services*
- (n) Virtual Instruction Program: *contracted services*
- (o) Employees' Health Benefit Program: *contracted services*
- (p) Any other services or programs deemed necessary by the Board of Directors of the Consortium

Each county shall have the option of participating in any or all of the above services and/or programs through individual contracts unless otherwise specified in this Resolution.

SECTION 2. That the Board agrees to accept the procedures adopted by the participating boards and agrees to be bound by any contracts and bids once they have been let or executed.

SECTION 3. That the District School Board of Suwannee County, Florida, does hereby agree that the Educational Consortium shall be managed by an Executive Director and all policies will be set by the Board of Directors, composed of the Superintendents (or equivalent position) of the participating school districts. All personnel employed by the Educational Consortium will be governed by the Board policies of the host school district.

SECTION 4. That Educational Consortium business office and physical operation will be located in Putnam County, Florida.

SECTION 5. That Board of Directors shall determine the needed services, products and/or programs; establish the charge for services rendered by the Educational Consortium to the Cooperating Boards or other School Boards availing themselves of the services offered by the Educational Consortium; set policies; recommend the establishment of positions and individuals for appointment to the district of record; and establish a uniform method for participating districts to evaluate services and/or programs provided.

SECTION 6. That all procedures, contracts and bidding shall comply with all applicable State Laws, State Board of Education Rules, and policies of the District School Board wherein the business office of the Educational Consortium is located.

SECTION 7. That each member county shall pay a base assessment of \$2,725.00 plus \$1.85 per unweighted FTE, based on October, 2014, FTE enrollment figures, for the general operation of the Consortium, and \$937.20 for the additional assessment of Indirect Cost fees to be rebated to Putnam County District Schools, serving as Fiscal Agent, and a base assessment of \$3,500.00 for participation in the NEFEC Legislative Network Services Program.

SECTION 8. This resolution and the agreement set forth herein shall be in full force and effect for the 2015-2016 fiscal year, at which time this agreement shall become null and void, unless affirmative action by appropriate resolution is taken by each and all the school boards participating in the Educational Consortium.

SECTION 9. That this agreement between the cooperating school boards of the Educational Consortium, as set forth in this resolution, will be in operation and effective from July 1, 2015, by action of the various school boards named herein, and upon adoption by the Cooperating Boards joined together in this Consortium shall be binding from said date of July 1, 2015.

SECTION 10. The official name of the Educational Consortium is North East Florida Educational Consortium and has been in existence since July 1, 1976.

CONTRACTUAL AGREEMENT

731-16-051

The District School Board of Suwannee County

AND

The District School Board of Putnam County on behalf of the

North East Florida Educational Consortium

THIS CONTRACT between the District School Board of Suwannee County, herein referred to as the **BOARD**, and the District School Board of Putnam County on behalf of the North East Florida Educational Consortium, herein referred to as the **CONSORTIUM**, is for the purpose of: providing services and/or products that may not be otherwise available to the Board or provided with greater efficiency at less cost. Such services and/or products are more specifically described in subsequent contract attachments which, upon approval, become a part of this contract.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter stated, the above described parties covenant and agree as follows:

1. This contract shall begin on July 1, 2015. All work shall be completed by June 30, 2016, unless otherwise indicated in specific attachments.
2. No payment will be invoiced or paid for any work performed after June 30, 2016, unless otherwise indicated in specific attachments.
3. The Consortium shall be in compliance with the following:
 - (a) Title 42 United States Code Section 2000d (Section 601, Title VI, Civil Rights Act of 1964, as amended). The Consortium shall be in compliance with Sections 1011.62 and 1012.98 as amended by Florida Statutes and State Board Rules where applicable.
 - (b) Title 29 United States Code Section 794 (Section 504, Rehabilitation Act of 1973, as amended).
 - (c) Title 20 United States Code Section 1681 (Section 901, Title IX, Pub. L. 92-318, prohibiting discrimination on the basis of sex) unless the Consortium has been declared exempt or deferred from these provisions.

Performance by the Board of any of its obligations under this contract shall be subject to the Consortium's compliance with such provisions.

4. The performance by the Board of any of its obligations under this contract shall be subject to and contingent upon the availability of monies lawfully applicable for such purposes. If the Board deems, at any time during the term of the contract, that monies lawfully applicable to any attachment to this contract shall not be available for the remainder of the term, the Board shall immediately so notify the Consortium by phone, fax or e-mail to be followed in writing no less than five (5) days after the determination, whereupon the obligations of the parties herein shall end upon the giving of such notice, and such attachments of this contract shall be considered as canceled by mutual consent as provided in Paragraph 5.
5. In case of cancellation, only the costs actually accrued to the date of cancellation will be due and payable and all work in progress will become the property of the Board and will be turned over promptly by the Consortium. Any services(s) and/or product(s) reflected in the attachments to this contract may be canceled only by:
 - (a) mutual consent of both parties, or
 - (b) either party upon giving ninety (90) days written notice to the other, unless otherwise indicated in specific attachments.
6. Neither the Consortium nor any individual employed under this contract shall have any proprietary interest in the product.
7. Should the Consortium be unable to deliver as required in this contract, the Consortium may propose a contract amendment. There is no obligation on the part of the Board to concur in such a proposal or to accept late delivery of any product except and unless the failure to deliver is due to an unforeseen circumstance, catastrophic in nature such as a hurricane or other similar circumstances. Unless this contract is properly amended, in the event of non-delivery, all liability for payments for the product(s) by the Board shall expire on the day following the specified due date.
8. This contract may be changed or modified only by an amendment executed in the same manner as the original.
9. This is a flat fee contract. No amounts will be due, nor will there be any Board obligation, except for payments specified to be made, and then only if products are delivered on or before the date(s) specified.
10. The Consortium shall provide to the Board written progress reports for each attachment to the contract as requested. Invoices shall be prepared for the amount due as specified in each attachment to the contract and delivered to the district administrator with appropriate reports and/or products. The district administrator will review each report and/or product and confirm to the finance officer

over his/her signature on the invoice accompanying such progress and/or final reports that all obligations of the Consortium have been met pursuant to the contract and that payment should be made according to such invoices.

11. The Board agrees as follows:

- (a) To cooperate in all matters requiring concurrences or approval in order that the Consortium will not be unduly delayed in performing contractual obligations.
- (b) To designate in writing to the Consortium a district administrator to act for the Board in all matters pertaining to this contract up to and including all reports, drafts, products and invoices.
- (c) To pay to the Consortium the amount indicated in each attachment for the product(s) and/or services(s) reflected therein. All payments are due in forty (40) days from the date on the invoice, in accordance to 215.422, Florida Statue. If payment is not made within ninety (90) days service(s) will be discontinued, unless brought to the NEFEC Board's attention for further action.

12. The Consortium agrees to provide the products(s) and/or services(s) as per each attachment to this contract.

13. In cases whereby the North East Florida Educational Consortium receives federal grant dollars and disburses those funds to districts through cash advances and cost reimbursements, the following rules and regulations apply:

Subject to the receipt of these funds from the Florida Department of Education and/or the United States Department of Education, the Consortium agrees to compensate the Board, on a cost-reimbursable or cash advance basis. This decision is based upon the specific language in the federal project awarded to the Consortium.

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

287.058

(1)

- a. All bills for fees or other compensation for services must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- b. All bills for any travel expenses must be submitted in accordance with Section 112.061, Florida Statutes.
- c. This contract may be unilaterally canceled by either party hereto if the other party refuses to allow public access to all documents, papers, letters, or other material subject to the provision of chapter

119, Florida Statutes, and made or received by such party in conjunction with this contract.

- (2) An authorized representative of the agency head and the Consortium, prior to the rendering of any contractual service, shall sign the written contract.

287.0582 - The State of Florida's performance obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

215.422 - Agencies have five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order or contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, Florida Statutes will be due and payable in addition to the invoice amount. Payments to health care providers for hospitals, medical or other health care services shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

LIMITATION OF LIABILITY, WARRANTY, APPLICABLE LAW:

The Consortium shall not be liable to the Board or any third party for any incidental, indirect, exemplary, special or consequential damages, under any circumstances, including, but not limited to, lost revenue or savings, loss of goodwill, or the loss of use of any data, even if the Consortium had been advised of, knew, or should have known, of the possibility thereof. Under no circumstances shall the Consortium's aggregate cumulative liability hereunder, whether in contract, tort, or otherwise, exceed the total amount of fees actually paid by the Board under this annual agreement. The Board acknowledges that the fees paid reflect the allocation of risk set forth in this agreement and that the Consortium would not enter into this agreement without these limitations on its liability.

All software and services are provided "as is" without any warranty whatsoever, including but not limited to any functionality. The Board recognizes that the "as is" clause of this agreement is an important part of the basis of this agreement, without which the Consortium would not have agreed to enter this agreement. Consortium disclaims all warranties, express, implied, or statutory, regarding the software and services, including any warranties of merchantability, fitness for a particular purpose, title, and non-infringement. No representation or other affirmation of fact regarding software and services shall be deemed a warranty for any purpose or give rise to any liability whatsoever. The Board acknowledges that they have relied on no warranties or statements other than as may be set forth herein. It is understood that this agreement includes a release of all known and unknown claims. The Consortium warrants that any 88-

works provided under the agreement do not violate the copyright rights of any third parties and assumes liability for any claims relating to copyright infringement.

This Agreement and any dispute arising hereunder shall be construed in accordance with the laws of the State of Florida without regard to principles of conflict of laws. For the purpose of this Agreement, the Board consents to the personal jurisdiction and venue of the state courts located in Palatka, Florida. If any provision of this Agreement is prohibited by law or held to be unenforceable, the remaining provisions hereof shall not be affected, and this Agreement shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof, and the unenforceable provision shall be automatically amended to so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Any waiver of a provision of this Agreement must be in writing and signed by the party to be charged. A valid waiver hereunder shall not be interpreted to be a waiver of that obligation in the future or any other obligation under this Agreement. This Agreement constitutes the entire agreement between the parties related to the subject matter hereof, supersedes any prior or contemporaneous agreement between the parties relating to the software and services and shall not be changed except by written agreement signed by an officer of the Consortium.

LEGAL RELATIONSHIPS

The North East Florida Educational Consortium is a regional consortium service organization formed in 1976 with all of the duties and responsibilities as outlined in F.S. 1001.451. The Putnam County School Board is the legal entity designated to act as the parent state agency for NEFEC with the power to enter into contracts for the use and benefit of all Consortium members and participating school boards.

The District School Board of Suwannee County has elected to contract with the Consortium as its agent for the procurement of various services and /or products more specifically described in subsequent contract attachments, which, upon approval become a part of this contract. If any contract entered into by the Putnam County School Board on behalf of the Consortium for the use and benefit of a participating School Board needs to be enforced the parties agree that each member School Board will hire its own counsel and bear its own costs and fees in enforcing the terms of the contract unless a different agreement is reached between the parties.

ATTACHMENT #16-051-A1 TO CONTRACT # 731-16-051 BETWEEN THE SUWANNEE COUNTY DISTRICT SCHOOL BOARD, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM, HEREIN REFERRED TO AS THE CONTRACTOR, TO PROVIDE INSTRUCTIONAL SERVICES PROGRAMS JULY 1, 2015 TO JUNE 30, 2016:

I. OBLIGATIONS OF THE CONTRACTOR:

The North East Florida Educational Consortium Instructional Services Program agrees to provide the Suwannee County District School Board for an assessed fee of five dollars (\$5.00) per FTE, based on the previous October enrollment figures, the following services:

- A. To coordinate the North East Florida Educational Consortium Organization of Educational Leaders (NOEL) meetings. The meetings will provide district instructional administrative staff with opportunities for networking, sharing effective practices and Florida Department of Education updates.
- B. To provide regional technical assistance in the implementation of legislative mandates and Florida Department of Education initiatives such as Florida Standards, performance appraisal systems, district reading requirements, staff development protocol, graduation requirements, and virtual instruction.
- C. To provide facilitation and coordination of the development of plans and policies required by both Florida Statutes and the Florida Department of Education. This includes the master inservice plan, professional development system, endorsement plans, leadership development plans, and performance appraisal plans.
- D. To provide regional grant writing and district grant support through template development. Grant writing assistance will include both state and federal proposals.
- E. To seek legislative funding for local initiatives as directed by the NOELs and/or NEFEC Board of Directors. These initiatives may include Reading, Principal Leadership, Science, Technology, Engineering and Math (STEM), College & Career Readiness, and Educator Quality.
- F. To provide access to educational resources through the NEFEC website, adobe connect and program advisory councils.
- G. To facilitate the implementation of a regional alternative certification plan, to include orientation of district support teams and the facilitation of the state approved online components.
- H. To facilitate a College and Career Readiness Network to address needs identified by member districts.
- I. To coordinate the textbook adoption process for core subject areas. Coordination includes an evaluation process, the coordination of vendors, compilation of data and distribution of data summaries.
- J. To provide online professional development at a reduced rate.
- K. To coordinate and provide regional face to face professional development when appropriate.

II. OBLIGATIONS OF THE BOARD:

The Suwannee County District School Board agrees:

- A. To cooperate expeditiously in all matters requiring concurrence or approval in order that the contractor will not be unduly delayed in performing contractual obligations.
- B. The Board designates JANENE FITZPATRICK a staff member of the Suwannee County District School Board, to act on behalf of the Board in all matters in connection with this Contract Attachment and approve all reports, drafts, and invoices.
- C. To participate in the NEFEC Organization of Educational Leaders (NOEL).
- D. To serve in an advisory capacity to NEFEC's Instructional Services Department
- E. To assist in planning, coordinating, and evaluating Instructional Services Program functions.
- F. To pay to the Contractor \$29,750.00 which represents five dollars (\$5.00) per FTE, based on the previous October enrollment figures. Payments will be due on a semester basis. One-half of the total amount will be invoiced following the signing of this Contract; the remaining amount will be invoiced in January 2016.

ATTACHMENT # 16-051-A27 TO CONTRACT # 731-16-051 BETWEEN THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM HEREIN REFERRED TO AS THE CONTRACTOR, FOR THE SERVICES OF A BUILDING CODE ADMINISTRATOR.

This contract period shall be from July 1, 2015, to June 30, 2016, unless otherwise amended/extended by mutual agreement.

I. OBLIGATIONS OF THE CONTRACTOR:

The Contractor hereby agrees to the following:

- A. To employ a Building Code Administrator in accordance with the procedures established by the BCA Advisory Committee. The individual will report to each of the district contacts as well as NEFEC's Associate Executive Director.
- B. To issue all permits required by the Florida Building Code and State Statue 1013.38 (School Boards to ensure that facilities comply with building codes and life safety codes).
- C. Permits issued will cover any new construction, remodeling, and renovations of any facilities and the repair, removal, enlargement, alteration, conversion or replacement of any electrical, gas, mechanical or plumbing systems.
- D. To review and approve plans, and construction documents to be permitted and coordinate plan review with the appropriate fire safety inspector.
- E. To inspect all phases of the construction project for the required inspections and visit the job site to coordinate the construction process.
- F. To meet with contractors, architects, and engineers on preconstruction planning and during the construction project.
- G. To issue an annual maintenance permit as required by State Statue 553.80(6) (d) and SREF.
- H. To review district annual facility maintenance permit work orders for compliance with the State Statues, State Requirements for Educational Facilities (SREF), Florida Building Code and the Florida Fire Prevention code.
- I. To perform code compliance inspections for work orders that fall under the annual facility maintenance permit. This includes any alterations to existing electrical, gas, mechanical, plumbing systems. Any emergency repairs, minor renovations, and minor remodeling as long as the projects do not exceed \$200,000.00 per project.
- J. To issue day labor project permits for any construction projects estimated to cost \$200,000.00 or less and perform code compliance inspections.
- K. To provide training and updates for the Florida Building Code and the State Requirements for Educational Facilities (SREF) for maintenance personnel.
- L. To perform annual inspections for all portable classrooms as required by SREF and the Florida Building Code.

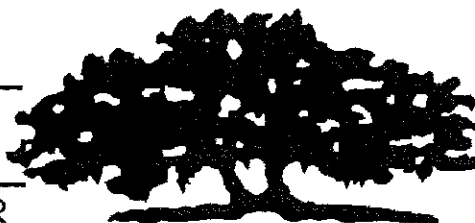
II. OBLIGATIONS OF THE BOARD:

The Board hereby agrees:

- A. To cooperate expeditiously in all matters requiring concurrence or approval in order that the Contractor will not be unduly delayed in performing contractual obligations.
- B. To designate MARK CARVER, a staff member of the Suwannee County District Schools, to act on behalf of the Board in all matters in connection with this contract attachment and approve all reports, drafts and invoices.
- C. To provide temporary office space as needed by staff.
- D. To pay the contractor \$26,952.31 which is a proportionate share of the agreed upon budget for FY 2015-2016. Participating districts include Baker, Hamilton, Levy, Suwannee and Union Counties.
- E. That participation in this program shall be on the annual option renewal. In the event of withdrawal from this program, the Board shall provide a sixty (60) day written notice of intent to withdraw and subsequently withdraw at fiscal year end June 30, 2016.

That this contractual attachment is incorporated into and subject to all terms and conditions of the master contractual agreement.

SUWANNEE-
HAMILTON
TECHNICAL CENTER



MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools *JAS/HB*
FROM: *WBG* Walter Boatright, Jr., Principal, Suwannee-Hamilton Technical Center
THRU: Vickie Music DePratter, Chief Financial Officer *S&P FOR VMD*
DATE: June 1, 2015
RE: Agenda Items for June 23, 2015, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of the following contracts/agreements:
REVISED/RENEWALS

- #2016-34 Anjana Rana MD & Brij Rana MD – PCT, LPN
- #2016-35 Suwannee Valley Nursing Center – LPN, PCT
- #2016-36 Children's Medical Center – LPN, PCT
- #2016-37 Advent Christian Village – PCT
- #2016-38 Surrey Place - LPN, PCT
- #2016-39 Lake City Medical - LPN
- #2016-40 Horizon Pediatrics, LLC - LPN
- #2016-41 Shands Lake Shore – LPN, PCT
- #2016-42 Suwannee Health Care Center – LPN, PCT
- #2016-43 Advent Christian Village - LPN
- #2016-44 Shands Pharmacy Tech
- #2016-45 Advent Christian Village Pharmacy Tech
- #2016-46 Cheek & Scott Lake City Pharmacy Tech
- #2016-47 Cheek & Scott Live Oak Pharmacy Tech



Jerry A. Scarborough

June 1, 2015

Page 2

#2016-48 N FL Pharmacy Mayo Pharmacy Tech
#2016-49 N FL Pharmacy Branford Pharmacy Tech
#2016-50 N FL Pharmacy Ft. White Pharmacy Tech
#2016-51 N FL Pharmacy Lake City Main Pharmacy Tech
#2016-52 N FL Pharmacy Lake City HWY 90 Pharmacy Tech
#2016-53 Walgreens Live Oak Pharmacy Tech
#2016-54 Walgreens Lake City Pharmacy Tech
#2016-55 Lake City Medical Center Pharmacy Tech
#2016-56 Miles Consulting

BACKGROUND:

The above listed agreements will provide clinical observations and training sites for students enrolled in the programs at RiverOak Technical College.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

ANJANA RANA, MD

BRIJ RANA, MD

Jasper, Florida

This Agreement is entered into on July 1, 2015, between the Suwannee County School Board (SCSB) and Dr. Anjana Rana, MD & Dr. Brij Rana, MD, Jasper, Florida (Healthcare Agency).

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

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician and 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 beginning July 1, 2015 through June 30, 2016; 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 and Patient Care Technician programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Practical Nurse Education and Patient Care Technician and Home Health Aide programs 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 submitted in writing, following a verbal request, 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. 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.
- 1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

1. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

SCSB 2016-34 (REVISED/RENEWAL)

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: _____
Jerry A. Scarborough
Superintendent of Schools

BY: _____ DATE: _____
Ed daSilva, Chairman
Suwannee County School Board

**ANJANA RANA, MD
BRIJ RANA, MD**

Jasper, Florida

BY: _____ DATE: _____

TITLE: _____

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

HAMILTON HEALTH ENTERPRISES, INC.

d/b/a Suwannee Valley Nursing Center

Jasper, Florida

This Agreement begins on July 1 2015, between the Suwannee County School Board (SCSB) and Hamilton Health Enterprises, Inc., d/b/a Suwannee Valley Nursing Center, Jasper, Florida (Healthcare Agency).

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

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician and 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 one year beginning on July 1, 2015 through June 30, 2016; 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 Patient Care Technician program.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Patient Care Technician and Home Health Aide programs 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 submitted in writing, following a verbal request, 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

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

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

IX. RELEASE OF STUDENT RECORDS

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

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: _____
Jerry A. Scarborough
Superintendent of Schools

BY: _____ DATE: _____
Ed daSilva, Chairman
Suwannee County School Board

**HAMILTON HEALTH ENTERPRISES, INC.
d/b/a Suwannee Valley Nursing Center**

Jasper, Florida

BY: _____ DATE: _____
TITLE: _____

Suwannee County School Board Approved on _____.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

**ANDRES R. VILLAR, MD, PA
d/b/a CHILDREN'S MEDICAL CENTER
Branford, Lake City, and Live Oak, Florida**

This Agreement begins on July 1, 2015, between the Suwannee County School Board (SCSB) and Andres R. Villar, MD, PA, d/b/a Children's Medical Center, Branford, Lake City, and Live Oak, Florida (Healthcare Agency).

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

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician and 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 one year beginning on July 1, 2015 through June 30, 2016; 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 and Patient Care Technician programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Practical Nurse Education and Patient Care Technician and Home Health Aide programs 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 submitted in writing, following a verbal request, 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

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

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

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 2016-36 (REVISED/RENEWAL)

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: _____
Jerry A. Scarborough
Superintendent of Schools

BY: _____ DATE: _____
Ed daSilva, Chairman
Suwannee County School Board

ANDRES R. VILLAR, MD, PA
d/b/a CHILDREN'S MEDICAL CENTER
Branford, Lake City and Live Oak, Florida

BY: _____ DATE: _____
TITLE: _____

Suwannee County School Board Approved on _____.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

**ACV Health Services, LLC
Dowling Park, Florida**

This Agreement begins on July 1, 2015, between the Suwannee County School Board (SCSB) and ACV Health Services, LLC, Dowling Park, Florida (Healthcare Agency).

Whereas, SCSB, through the RiverOak Technical College (RTC), operates a Patient Care Technician program for qualified students preparing to be Patient Care Technicians; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician 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 one year beginning on July 1, 2015 through June 30, 2016; 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 Patient Care Technician program.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Patient Care Technician and Home Health Aide programs 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 submitted in writing, following a verbal request, 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

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

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

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 2016-37 (REVISED/RENEWAL)

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: _____
Jerry A. Scarborough
Superintendent of Schools

BY: _____ DATE: _____
Ed daSilva, Chairman
Suwannee County School Board

ACV Health Services, LLC

Dowling Park, Florida

BY: _____ DATE: _____
TITLE: _____

Suwannee County School Board Approved on _____.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

**LP LIVE OAK, LLC
d/b/a SURREY PLACE CARE CENTER
Live Oak, Florida**

This Agreement begins on July 1, 2015, between the Suwannee County School Board (SCSB) and LP Live Oak, LLC, d/b/a Surrey Place Care Center, Live Oak, Florida (Healthcare Agency).

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

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Practical Nurse Education 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 one year beginning on July 1, 2015 through June 30, 2016; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

SCSB 2016-38 (REVISED/RENEWAL)

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 submitted in writing, following a verbal request, 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

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

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

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 2016-38 (REVISED/RENEWAL)

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: _____
Jerry A. Scarborough
Superintendent of Schools

BY: _____ DATE: _____
Ed daSilva, Chairman
Suwannee County School Board

**LP LIVE OAK, LLC
d/b/a SURREY PLACE CARE CENTER**

Live Oak, Florida

BY: _____ DATE: _____

TITLE: _____

Suwannee County School Board Approved on _____.

SCHOOL AFFILIATION AGREEMENT

This Agreement begins on July 1, 2015, by and between Suwannee County School Board and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center ("Hospital").

WITNESSETH:

WHEREAS, Suwannee County School Board through the RiverOak Technical College ("School") offers to enrolled students in a Certificate Degree/Program in the field of **Practical Nursing**; and

WHEREAS, Hospital manages a comprehensive acute care medical-surgical facility; and

WHEREAS, School desires to provide to its students a clinical learning experience through the application of knowledge and clinical skills in actual patient-centered situations in a health care facility; and

WHEREAS, Hospital has agreed to make its facility available to School for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **Responsibilities of School.**

- (a) **Clinical Program:** School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:
- (i) orientation of students to the clinical experience at Hospital;
 - (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;
 - (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;
 - (iv) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;
 - (v) supervision of students and their performance at Hospital;
-
- (vi) participation, with the students, in Hospital's Quality Assurance and related programs;
 - (vii) performance of such other duties as may from time to time be agreed to between School and Hospital.
 - (viii) School shall provide adequate documentation attesting to competency of each instructor.

SCSB 2016-39 (REVISED/RENEWAL)

All students, faculty, employees, agents and representatives of School participating in the Program at Hospital (the "Program Participants") shall be accountable to the Hospital's Department.

(b) Student Statements: School shall require each Program participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

(c) Insurance:

- (i) School shall, at School's own expense, with a company acceptable to School and Hospital, carry and maintain occurrence type professional liability/malpractice insurance in amounts not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. If occurrence type liability insurance is not available, School shall purchase claims-made type professional liability insurance covering the same amounts.
- (ii) If School shall have purchased and carried claims made professional liability/malpractice insurance during the term of this Agreement pursuant to subparagraph (i) above, School shall purchase tail professional liability/malpractice insurance coverage covering for a period of three (3) years after such termination or cancellation, to the same extent and amount as the claims made coverage, the acts and omissions of School or Service personnel upon termination of its claims made policy or School otherwise ceases to be insured.
- (iii) School shall at its own expense, carry, maintain and provide workers' compensation insurance, and unemployment insurance for any and all Service personnel assigned to Hospital.
- (iv) For insurance required under clauses (i) and (ii) of this paragraph (c), Hospital shall be named as an additional insured. For all insurance required by this paragraph (c), School shall require that the insurance carrier notify Hospital at least thirty (30) days in advance of any cancellation or modification of such insurance policy. In each instance, the insurance carrier shall be reasonably acceptable to Hospital. Service shall provide to hospital, upon request, certificates of insurance evidencing the above coverage and renewals thereof.

(d) Health of Participants: School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation, in case of illness or injury while participating in the Program at Hospital. In no event shall hospital be financially or otherwise responsible for said medical care and treatment.

(e) Dress Code; Breaks: School shall require the students to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. All Program Participants shall remain on the Hospital premises for breaks, including meals. Program Participants shall pay for their own meals at Hospital.

(f) General Standards: All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform their duties and services hereunder in accordance with all relevant local, state and federal laws, and shall comply with the standards and guidelines of all applicable accrediting bodies and the Bylaws and rules and regulations of Hospital, and any rules and regulations of School as may be

in effect from time to time. Neither School nor any Program participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein. School shall assign to Hospital students who have completed sufficient classroom and other course work to allow students meaningful participation in a clinical experience and so that the students can participate in the Program without disruption to patient care or any other Hospital operations.

(g) **School Status.** School represents and warrants to Hospital that the School and its students providing services hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in the School being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify Hospital of any change in status of the representation and warranty set forth in this section. Any breach of this Section 1 shall give Hospital the right to immediately terminate this Agreement for cause.

(h) **Background Checks.** School represents that it will timely conduct (or will timely have conducted), at the School's expense, a background check on each and every student assigned to the Program and on each and every member of the staff/faculty who is responsible for supervision and/or instruction of said student(s) at the hospital. Said background check shall include, at a minimum, the following:

- i. Social Security number verification,
- ii. Seven Year Nationwide Felony and Related Misdemeanor Criminal Record search,
- iii. Two Standard Employment History References,
- iv. HHS/OIG List of Excluded Individuals/Entities – GSA List of Parties Excluded from Federal Programs,
- v. Education verification (Highest Degree Received),
- vi. One Professional Licensure Verification - Professional Disciplinary Action Check, and
- vii. Certification & Designation Check

A satisfactory report from the background check must be submitted to the Hospital prior to the student and/or faculty/staff member participating in the Program.

2. Responsibilities of Hospital.

(a) Hospital shall accept the students assigned to the Program by School and reasonably cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide reasonable opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations, as determined by Hospital in its sole discretion. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all time retain ultimate control of the Hospital and responsibility for patient care.

(b) Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants, and shall indemnify and hold harmless Hospital for any expense or claim incurred by Hospital as a result of Hospital's assistance hereunder.

3. Withdrawal of Program Participant.

Hospital may request School to withdraw or dismiss a student of other Program Participant from the Program at Hospital when his/her clinical performance is unsatisfactory to Hospital or his/her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. It is understood that only School can dismiss the Program Participant from the Program at Hospital.

4. Independent Contractor; No Other Beneficiaries.

The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits.

No student or other third person is entitled to, and shall not, receive any rights under this Agreement.

5. Confidentiality.

School and its agents, students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Hospital and its operations and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Hospital.

6. Indemnification.

School shall indemnify and hold harmless Hospital and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School or any of its faculty, students, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Hospital shall indemnify and hold harmless School and its representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the Hospital or any of its agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements.

7. Public Records

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

8. Records.

Any records that are generated as part of the students' participation in the Program at the Hospital as it relates to patient care shall be the property of Hospital. School and its students agree to not remove any medical records from the Hospital.

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

9. Term; Termination.

(a) The initial term of this Agreement shall be one (1) year, commencing July 1, 2015. At the end of said initial term, unless otherwise terminated as provided herein, this Agreement may be renewed for one year successive terms upon mutual agreement of the parties.

(b) Except as otherwise provided herein, either party may terminate this Agreement at any time upon at least sixty (60) days written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion no to exceed twelve (12) months.

10. Entire Agreement.

This Agreement and its accompanying Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement shall not be modified or amended except by mutual written agreement. All continuing covenants, duties, and obligations shall survive the expiration or termination of this Agreement.

11. Severability.

If any provisions of this Agreement are held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

12. Captions.

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

13. No Waiver.

Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

14. Governing Law.

This Agreement shall be governed 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.

15. Assignment; Binding Effect.

The parties may not assign or transfer any of their rights, duties or obligations under this Agreement in whole or in part, without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

16. Notices.

All notices, requests, demands or other communications hereunder shall be in writing, delivered personally, by registered or certified mail, return receipt requested, or by overnight mail by a reputable overnight carrier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital: Lake City Medical Center
340 NW Commerce Drive
Lake City, FL 32055
Attention: Chief Executive Officer

If to School Board: Suwannee County School Board
702 2nd Street, NW
Live Oak, FL 32064
Attention: Jerry A. Scarborough

With copy to School: RiverOak Technical College
415 SW Pinewood Drive, SW
Live Oak, FL 32064
Attention: Walter Boatright

With copy to: Leonard J. Dietzen, III
Rumberger, Kirk and Caldwell, P.A.
P. O. Box 10507
Tallahassee, FL 32302-2507

or to such other persons or places as either party may from time to time designate by written notice to the other.

17. HIPAA Requirements.

The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 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 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 ("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 parties agree 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 the HIPAA Requirements and the terms of this Agreement. The parties agree to make their 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. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients.

The School shall direct its students to comply with the policies and procedures of Hospital, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the students' role in relation to the use and disclosure of Hospital's protected health information, the students are defined as members of the Hospital's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the students are not and shall not be considered to be employees of Hospital.

18. Civil Rights.

Each party agrees to comply with Title VI of the Civil Rights of 1964 and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services (45 C.F.R. Part 80, as amended from time to time) issues pursuant to that Title, to the end that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which federal funds are used in support of the respective party's activities.

19. Sovereign Immunity

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.

SCSB 2016-39 (REVISED/RENEWAL)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove written.

ATTEST:

SCHOOL:

Suwannee County School Board

By: _____
Print Name: Ed daSilva
Title: Chairman
Date: _____

By: _____
Print Name: Jerry A. Scarborough
Title: Superintendent
Date: _____

HOSPITAL:

Notami Hospitals of Florida Inc.
d/b/a Lake City Medical Center

By: _____
Print Name: _____
Title: Chief Executive Officer
Date: _____

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form or experience in evaluation and treatment of patients of Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center ("Hospital"), the undersigned, and his/her heirs, successors and/or assigns does hereby covenant and agree to be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by RiverOak Technical College School Program [Name of School/University/Institute/etc.] at Hospital unless such injury or loss arises out of Hospital's negligence or misconduct.

Dated this _____ day of _____, 20____.

Program Participant

WITNESS:

Print Name: _____

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal and state laws and regulations and the Agreement between RiverOak Technical College ("School") and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center ("Hospital") to keep confidential information of Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient, and further agrees not to reveal to any third party any confidential information of Hospital.

Dated this _____ day of _____, 20____.

Program Participant

WITNESS:

Print Name: _____

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

**AMBER S. INGRAM
d/b/a HORIZON PEDIATRICS, LLC
Live Oak, Florida**

This Agreement begins on July 1, 2015, between the Suwannee County School Board (SCSB) and Amber S. Ingram, d/b/a Horizon Pediatrics, LLC, Live Oak, 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 one year beginning on July 1, 2015 through June 30, 2016; 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.

SCSB 2016-40 (REVISED/RENEWAL)

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 submitted in writing, following a verbal request, 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

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

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.

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

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 2016-40 (REVISED/RENEWAL)

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: _____
Jerry A. Scarborough
Superintendent of Schools

BY: _____ DATE: _____
Ed daSilva, Chairman
Suwannee County School Board

**AMBER S. INGRAM
d/b/a HORIZON PEDIATRICS, LLC**

Live Oak, Florida

BY: _____ DATE: _____
TITLE: _____

Suwannee County School Board Approved on _____.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

**LAKE SHORE HMA LLC
d/b/a SHANDS LAKE SHORE MEDICAL CENTER**

This Agreement begins on July 1, 2015, between the Suwannee County School Board (SCSB) and Lake Shore HMA, LLC / d/b/a Shands Lake Shore Medical Center, Lake City, Florida (Healthcare Agency).

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

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Practical Nurse Education and Patient Care Technician 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 one year beginning on July 1, 2015 through June 30, 2016; 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.

SCSB 2016-41 (REVISED/RENEWAL)

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 and Patient Care Technician programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Practical Nurse Education and Patient Care Technician programs 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 submitted in writing, following a verbal request, 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

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

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

IV. RELEASE OF STUDENT RECORDS

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

SCSB 2016-41 (REVISED/RENEWAL)

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: _____
Jerry A. Scarborough
Superintendent of Schools

BY: _____ DATE: _____
Ed daSilva, Chairman
Suwannee County School Board

**LAKE SHORE HMA, LLC
d/b/a SHANDS LAKE SHORE MEDICAL CENTER**

Lake City, Florida

BY: _____ DATE: _____

TITLE: _____

Suwannee County School Board Approved on _____.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

**NF Suwannee, LLC d/b/a SUWANNEE HEALTH CARE CENTER
Live Oak, Florida**

This Agreement begins on July 1, 2015, between the Suwannee County School Board (SCSB) and NF Suwannee, LLC, d/b/a, Suwannee Health Care Center, Live Oak, Florida (Healthcare Agency).

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

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technicians and Practical Nurse Education 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 one year beginning July 1, 2015 through June 30, 2016; 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 Patient Care Technician and Practical Nurse Education programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Patient Care Technician and Practical Nurse Education programs 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

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

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 2016-42 (REVISED/RENEWAL)

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: _____
Jerry A. Scarborough
Superintendent of Schools

BY: _____ DATE: _____
Ed daSilva, Chairman
Suwannee County School Board

NF Suwannee, LLC d/b/a, SUWANNEE HEALTH CARE CENTER

Live Oak, Florida

BY: _____ DATE: _____

TITLE: _____

Mall notices to:
Craig E. Robinson, President
Gulf Coast Health Care, LLC
2 N. Palafax Street
Pensacola, FL 32502

Suwannee County School Board Approved on _____.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

**ACV HEALTH SERVICES, LLC
Dowling Park, Florida**

This Agreement begins on July 1, 2015, between the Suwannee County School Board (SCSB) and ACV Health Services, LLC, Dowling Park, Florida (Healthcare Agency).

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

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Practical Nurse Education 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 one year beginning on July 1, 2015 through June 30, 2016; 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.

SCSB 2016-43 (REVISED/RENEWAL)

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 submitted in writing, following a verbal request, 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

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

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

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 2016-43 (REVISED/RENEWAL)

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: _____
Jerry A. Scarborough
Superintendent of Schools

BY: _____ DATE: _____
Ed daSilva, Chairman
Suwannee County School Board

ACV HEALTH SERVICES, LLC

Dowling Park, Florida

BY: _____ DATE: _____
TITLE: _____

Suwannee County School Board Approved on _____.

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2015, between the Suwannee County School Board (SCSB) and Live Oak HMA, LLC, d/b/a Shands Live Oak Regional Medical Center (Clinical Site).

Whereas, SCSB, through the RiverOak Technical College (RTC), operates a Pharmacy Technology program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

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

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

Section 1. Duties of Pharmacy Technology Program Director

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

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

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

Section 3. Implementation of Program

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

Section 4. Costs and Fees

- 4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technology Program.
- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

- 4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.
- 4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.
- 4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

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

Section 6. Other Affiliations

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

Section 7. Term and Termination

- 7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.
- 7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.
-
- 7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:
- (a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;
 - (b) Either party loses its license or accreditation; or

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

Section 8. Request for Withdrawal of Student

- 8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.
- 8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

- 9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.
- 9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

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

Section 11. Governing Law and Venue

- 11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

- 12.1 Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

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

**Suwannee County School Board
702 2nd Street, NW
Live Oak, Florida 32064**

**Live Oak HMA, LLC, d/b/a
Shands Live Oak Regional Medical Center
1100 11th Street SW
Live Oak, FL 32060**

By: _____
**Jerry A. Scarborough
Superintendent of Schools**

By: _____

By: _____
**Ed daSilva, Chairman
Suwannee County School Board**

By: _____

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2015, between the Suwannee County School Board (SCSB) and Advent Christian Village, Inc. (Clinical Site).

Whereas, SCSB, through the RiverOak Technical College (RTC), operates a Pharmacy Technology program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

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

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

Section 1. Duties of Pharmacy Technology Program Director

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

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

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

Section 3. Implementation of Program

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

Section 4. Costs and Fees

- 4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technology Program.
- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

- 4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.
- 4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.
- 4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

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

Section 6. Other Affiliations

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

Section 7. Term and Termination

- 7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.
- 7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.
-
- 7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:
- (a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;
 - (b) Either party loses its license or accreditation; or

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

Section 8. Request for Withdrawal of Student

- 8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.
- 8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

- 9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.
- 9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

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

Section 11. Governing Law and Venue

- 11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

- 12.1 Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

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

**Suwannee County School Board
702 2nd Street, NW
Live Oak, Florida 32064**

**Advent Christian Village, Inc.
The Village Pharmacy
10820 Marvin Jones Blvd.
Live Oak, FL 32060**

By: _____
**Jerry A. Scarborough
Superintendent of Schools**

By: _____

By: _____
**Ed daSilva, Chairman
Suwannee County School Board**

By: _____

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2015, between the Suwannee County School Board (SCSB) and Cheek & Scott Drugs, Inc.(Clinical Site).

Whereas, SCSB, through the RiverOak Technical College (RTC), operates a Pharmacy Technology program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

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

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

Section 1. Duties of Pharmacy Technology Program Director

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

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

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

Section 3. Implementation of Program

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

Section 4. Costs and Fees

- 4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technology Program.
- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

- 4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.
- 4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.
- 4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

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

Section 6. Other Affiliations

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

Section 7. Term and Termination

- 7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.
- 7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.
- 7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:
- (a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;
 - (b) Either party loses its license or accreditation; or

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

Section 8. Request for Withdrawal of Student

- 8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.
- 8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

- 9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.
- 9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

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

Section 11. Governing Law and Venue

- 11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

- 12.1 Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

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

Suwannee County School Board
702 2nd Street, NW
Live Oak, Florida 32064

Cheek & Scott Drugs, Inc.
161 SW Stonegate Terrace, #105
Lake City, FL 32024

By: _____
Jerry A. Scarborough
Superintendent of Schools

By: _____

By: _____
Ed daSilva, Chairman
Suwannee County School Board

By: _____

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2015, between the Suwannee County School Board (SCSB) and Cheek & Scott Drugs, Inc. (Clinical Site).

Whereas, SCSB, through the RiverOak Technical College (RTC), operates a Pharmacy Technology program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

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

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

Section 1. Duties of Pharmacy Technology Program Director

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

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

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

Section 3. Implementation of Program

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

Section 4. Costs and Fees

- 4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technology Program.
- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

- 4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.
- 4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.
- 4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

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

Section 6. Other Affiliations

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

Section 7. Term and Termination

- 7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.
- 7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.
-
- 7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:
- (a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;
 - (b) Either party loses its license or accreditation; or

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

Section 8. Request for Withdrawal of Student

- 8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.
- 8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

- 9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.
- 9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

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

Section 11. Governing Law and Venue

- 11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

- 12.1 Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

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

**Suwannee County School Board
702 2nd Street, NW
Live Oak, Florida 32064**

**Cheek & Scott Drugs, Inc.
1520 S. Ohio Avenue
Live Oak, FL 32060**

By: _____
**Jerry A. Scarborough
Superintendent of Schools**

By: _____

By: _____
**Ed daSilva, Chairman
Suwannee County School Board**

By: _____

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2015, between the Suwannee County School Board (SCSB) and North Florida Pharmacy of Mayo, Inc. (Clinical Site).

Whereas, SCSB, through the RiverOak Technical College (RTC), operates a Pharmacy Technology program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

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

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

Section 1. Duties of Pharmacy Technology Program Director

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

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

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

Section 3. Implementation of Program

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

Section 4. Costs and Fees

- 4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technology Program.
- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

- 4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.
- 4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.
- 4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

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

Section 6. Other Affiliations

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

Section 7. Term and Termination

- 7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.
- 7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.
-
- 7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:
- (a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;
 - (b) Either party loses its license or accreditation; or

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

Section 8. Request for Withdrawal of Student

- 8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.
- 8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

- 9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.
- 9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

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

Section 11. Governing Law and Venue

- 11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

- 12.1 Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

SCSB 2016-48 (REVISED/RENEWAL)

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

**Suwannee County School Board
702 2nd Street, NW
Live Oak, Florida 32064**

**North Florida Pharmacy of Mayo, Inc.
229 W. Main Street
Mayo, FL 32066**

By: _____
**Jerry A. Scarborough
Superintendent of Schools**

By: _____

By: _____
**Ed daSilva, Chairman
Suwannee County School Board**

By: _____

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2015, between the Suwannee County School Board (SCSB) and North Florida Pharmacy of Branford, Inc. (Clinical Site).

Whereas, SCSB, through the RiverOak Technical College (RTC), operates a Pharmacy Technology program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

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

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

Section 1. Duties of Pharmacy Technology Program Director

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

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

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

Section 3. Implementation of Program

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

Section 4. Costs and Fees

- 4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technology Program.
- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

- 4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.
- 4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.
- 4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

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

Section 6. Other Affiliations

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

Section 7. Term and Termination

- 7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.
- 7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.
-
- 7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:
- (a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;
 - (b) Either party loses its license or accreditation; or

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

Section 8. Request for Withdrawal of Student

- 8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.
- 8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

- 9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.
- 9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

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

Section 11. Governing Law and Venue

- 11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

- 12.1 Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

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

**Suwannee County School Board
702 2nd Street, NW
Live Oak, Florida 32064**

**North Florida Pharmacy of Branford, Inc.
305 SW US Hwy. 27
Branford, FL 32008**

By: _____
**Jerry A. Scarborough
Superintendent of Schools**

By: _____

By: _____
**Ed daSilva, Chairman
Suwannee County School Board**

By: _____

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2015, between the Suwannee County School Board (SCSB) and North Florida Pharmacy of Ft. White, Inc. (Clinical Site).

Whereas, SCSB, through the RiverOak Technical College (RTC), operates a Pharmacy Technology program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

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

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

Section 1. Duties of Pharmacy Technology Program Director

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

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

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

Section 3. Implementation of Program

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

Section 4. Costs and Fees

- 4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technology Program.
- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

- 4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.
- 4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.
- 4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

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

Section 6. Other Affiliations

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

Section 7. Term and Termination

- 7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.
- 7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.
-
- 7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:
- (a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;
 - (b) Either party loses its license or accreditation; or

SCSB 2016-50 (REVISED/RENEWAL)

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

Section 8. Request for Withdrawal of Student

- 8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.
- 8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

- 9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.
- 9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

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

Section 11. Governing Law and Venue

- 11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

- 12.1 Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

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

Suwannee County School Board
702 2nd Street, NW
Live Oak, Florida 32064

North Florida Pharmacy of Ft. White, Inc.
7729 US 27
Ft. White, FL 32038

By: _____
Jerry A. Scarborough
Superintendent of Schools

By: _____

By: _____
Ed daSilva, Chairman
Suwannee County School Board

By: _____

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2015, between the Suwannee County School Board (SCSB) and North Florida Pharmacy, Inc.(Clinical Site).

Whereas, SCSB, through the RiverOak Technical College (RTC), operates a Pharmacy Technology program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

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

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

Section 1. Duties of Pharmacy Technology Program Director

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

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

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

Section 3. Implementation of Program

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

Section 4. Costs and Fees

- 4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technology Program.
- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

- 4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.
- 4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.
- 4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

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

Section 6. Other Affiliations

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

Section 7. Term and Termination

- 7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.
- 7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.
-
- 7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:
- (a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;
 - (b) Either party loses its license or accreditation; or

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

Section 8. Request for Withdrawal of Student

- 8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.
- 8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

- 9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.
- 9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

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

Section 11. Governing Law and Venue

- 11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

- 12.1 Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

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

Suwannee County School Board
702 2nd Street, NW
Live Oak, Florida 32064

North Florida Pharmacy, Inc.
347 SW Main Blvd.
Lake City, FL 32025

By: _____
Jerry A. Scarborough
Superintendent of Schools

By: _____

By: _____
Ed daSilva, Chairman
Suwannee County School Board

By: _____

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2015, between the Suwannee County School Board (SCSB) and North Florida Pharmacy #2 (West) (Clinical Site).

Whereas, SCSB, through the RiverOak Technical College (RTC), operates a Pharmacy Technology program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

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

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

Section 1. Duties of Pharmacy Technology Program Director

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

SCSB 2016-52 (REVISED/RENEWAL)

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

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

Section 3. Implementation of Program

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

Section 4. Costs and Fees

- 4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technology Program.
- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

- 4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.
- 4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.
- 4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

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

Section 6. Other Affiliations

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

Section 7. Term and Termination

- 7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.
- 7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.
-
- 7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:
- (a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;
 - (b) Either party loses its license or accreditation; or

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

Section 8. Request for Withdrawal of Student

- 8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.
- 8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

- 9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.
- 9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

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

Section 11. Governing Law and Venue

- 11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

- 12.1 Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

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

**Suwannee County School Board
702 2nd Street, NW
Live Oak, Florida 32064**

**North Florida Pharmacy #2 (West)
3718 W. US Highway 90
Lake City, FL 32055**

**By: _____
Jerry A. Scarborough
Superintendent of Schools**

By: _____

**By: _____
Ed daSilva, Chairman
Suwannee County School Board**

By: _____

AFFILIATION AGREEMENT

This Agreement is entered on July 1, 2015, between the Suwannee County School Board (SCSB) and Walgreen Company (Clinical Site).

Whereas, SCSB, through the RiverOak Technical College (RTC), operates a Pharmacy Technology program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

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

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

Section 1. Duties of Pharmacy Technology Program Director

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

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

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

Section 3. Implementation of Program

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

Section 4. Costs and Fees

- 4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technology Program.
- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

- 4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.
- 4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.
- 4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

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

Section 6. Other Affiliations

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

Section 7. Term and Termination

- 7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.
- 7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.
-
- 7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:
- (a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;
 - (b) Either party loses its license or accreditation; or

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

Section 8. Request for Withdrawal of Student

- 8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.
- 8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

- 9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.
- 9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

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

Section 11. Governing Law and Venue

- 11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

- 12.1 Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

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

**Suwannee County School Board
702 2nd Street, NW
Live Oak, Florida 32064**

**Walgreen Company
1515 Ohio Avenue S.
Live Oak, FL 32064
Attn: Rebecca Sapp**

By: _____
**Jerry A. Scarborough
Superintendent of Schools**

By: _____

By: _____
**Ed daSilva, Chairman
Suwannee County School Board**

By: _____

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2015, between the Suwannee County School Board (SCSB) and Walgreen Company, Lake City, Florida (Clinical Site).

Whereas, SCSB, through the RiverOak Technical College (RTC), operates a Pharmacy Technology program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

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

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

Section 1. Duties of Pharmacy Technology Program Director

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

shall also provide liability insurance, background checks and finger printing on all students prior to clinical rotations at the healthcare facility.

Section 2. Duties of the Placement Site

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

Section 3. Implementation of Program

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

Section 4. Costs and Fees

- 4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technology Program.
- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

- 4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.
- 4.4 RTC shall be responsible for all obligations imposed by the workers' compensation laws of the state of Florida for any injury or disability sustained by RTC faculty by reason of accident or occupational disease, even if sustained in the Clinical Site's premises.
- 4.5 RTC shall ensure that students have, prior to assignment to the Clinical Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students.

Section 5. Liability of Parties

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

Section 6. Other Affiliations

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

Section 7. Term and Termination

- 7.1 The term of this Agreement shall begin on the date specified above and shall continue until terminated as herein provided.
- 7.2 This Agreement may be terminated by either party, with or without cause, by giving one hundred eighty (180) days prior written notice to the other party. The Clinical Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Clinical Site have completed their clinical rotation.
-
- 7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:
- (a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;
 - (b) Either party loses its license or accreditation; or

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

Section 8. Request for Withdrawal of Student

- 8.1 The Clinical Site has the right to request that RTC withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.
- 8.2 RTC may at any time withdraw any student whose progress, conduct or work does not meet the standards of RTC for continuation in the program.

Section 9. Amendments

- 9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.
- 9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

Section 10. Indemnification

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

Section 11. Governing Law and Venue

- 11.1 This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 11.2 The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

Section 12. Public Records

- 12.1 Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

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

**Suwannee County School Board
702 2nd Street, NW
Live Oak, Florida 32064**

**Walgreen Company
2094 West US Highway 90
Lake City, FL 32055
Attn: Henry Gonzalez**

By: _____
**Jerry A. Scarborough
Superintendent of Schools**

By: _____

By: _____
**Ed daSilva, Chairman
Suwannee County School Board**

By: _____

SCHOOL AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the "Agreement") is made as of this July 1, 2015 by and between Suwannee County School Board (SCSB) hereinafter referred to as "School" and Notami Hospitals of Florida, Inc. d/b/a/ Lake City Medical Center, hereinafter referred to as "Hospital".

WITNESSETH:

WHEREAS, School offers to enrolled students in a Pharmacy Technology program in the field of Pharmacy Technicians and

WHEREAS, Hospital operates a comprehensive acute-care medical-surgical Hospital; and

WHEREAS, School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in a health care Hospital; and

WHEREAS, Hospital has agreed to make its Hospital available to School for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. RESPONSIBILITIES OF SCHOOL.

(a) **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:

- (i) Orientation of students to the clinical experience at Hospital;
- (ii) Provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;
- (iii) Preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;
- (iv) Continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;
- (v) Supervision of students and their performance at Hospital;
- (vi) Participation, with the students, in Hospital's Quality Assurance and related programs;
- (vii) Performance of such other duties as may from time to time be agreed to between School and Hospital;
- (viii) Provide adequate documentation attesting to competency of each instructor.

All students, faculty, employees, agents and representatives of School participating in the

SCSB 2016-55 (REVISED/RENEWAL)

Program at Hospital (the "Program Participants") shall be accountable to the Hospital's Administrator.

- (b) **Student Statements.** School shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B.
- (c) **Insurance.** School shall obtain and maintain, or shall require each individual Program Participant to obtain and maintain, occurrence-type general and professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate per Program Participant, with insurance carriers or self insurance programs approved by Hospital and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the term of this Agreement and upon the termination of this Agreement, or the expiration or cancellation of the insurance, School shall purchase, or shall require each individual Program Participant to purchase, tail coverage for a period of three years after the termination of this Agreement or the expiration or cancellation of the claim-made coverage (said tail coverage shall be in amounts and type equivalent to the claims-made coverage). School shall further, at its expense, obtain and maintain workers' compensation insurance and unemployment insurance for School employees assigned to Hospital. For all insurance required by this Paragraph 1(c), School shall require the insurance carrier notify Hospital at least thirty (30) days in advance of any cancellation or modification of such insurance policy and shall provide to Hospital, upon request, certificates of insurance evidencing the above coverage and renewals thereof.
- (d) **Health of Program Participants.** All Program Participants shall pass a medical examination acceptable to Hospital prior to their participation in the Program at Hospital at least once a year or as otherwise required by the laws of the State where the Hospital is located. School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

Program Participants will present the following health records on the first day of their educational experience at Hospital (Program Participants will not be allowed to commence experiences until all records are provided):

- (i) Tuberculin skin test within the past 12 months or documentation as a previous positive reactor; and
- (ii) Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
- (iii) Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
- (iv) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.

SCSB 2016-55 (REVISED/RENEWAL)

- (v) Proof of Influenza vaccination during the Flu season, October 1 to March 31, (or dates defined by CDC), or a signed Declination Form.
- (vi) Evidence of a Negative drug and alcohol screen, as required by Section 1(h).
- (e) **Dress Code; Breaks.** School shall require the students to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. All Program Participants shall remain on the Hospital premises for breaks, including meals. Program Participants shall pay for their own meals at Hospital.
- (f) **Performance.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.
- (g) **Background Checks.** School represents that it will timely conduct (or will timely have conducted) a background check on each and every Program Participant at the Hospital. Said background check shall include, at a minimum, the following:
 - (i) Social Security Number Verification;
 - (ii) Criminal Search (7 years or up to 5 criminal searches);
 - (iii) Employment Verification to include reason for separation and eligibility for re-employment for each employer for 7 years (*not required for students younger than 21 years of age*);
 - (iv) Violent Sexual Offender and Predator Registry Search;
 - (v) HHS/OIG List of Excluded Individuals/Entities;
 - (vi) GSA List of Parties Excluded from Federal Programs;
 - (vii) Education verification (Highest Degree Received)
 - (viii) U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN);
 - (ix) Applicable State Exclusion List, if one.

The background check for Program Participants who are licensed or certified caregivers shall include the above, and in addition, shall include the following:

- (i) Education verification (highest level);

SCSB 2016-55 (REVISED/RENEWAL)

- (ii) Professional License Verification;
- (iii) Certification & Designations Check;
- (iv) Professional Disciplinary Action Search;
- (v) Department of Motor Vehicle Driving History, based on responsibilities;
- (vi) Consumer Credit Report, based on responsibilities.

School shall provide an *Attestation of Satisfactory Background Investigation* in the form attached hereto as the Exhibit C prior to each student and staff/faculty member's participation in the Program at the Hospital. Should the background check disclose adverse information as to any Program Participant, School shall immediately remove said Program Participant from the Program.

- (h) **Drug and Alcohol Testing.** School represents that it will timely conduct (or require timely conduction of) a drug and alcohol test on each and every Program Participant.

- (i) To ensure the accuracy and fairness of the testing program, all collection and testing will be conducted pursuant to guidelines established by the Medical Review Officers of the testing Hospital and, if applicable, in accordance with Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines; a confirmatory test; the opportunity for a split sample; review by an MRO, including the opportunity for employees or students who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.
- (ii) Substances tested prior to placement at Hospital must at a minimum include amphetamines, barbiturates, benzodiazepines, opiates, marijuana, methadone, and cocaine.
- (iii) Program Participant will be required to undergo drug and alcohol testing upon reasonable suspicion that the Program Participant has violated the policy, or after any "on-the-job" accident, which involves injury requiring medical treatment or evaluation of the Program Participant or another person, or property damage. Reasonable suspicion and reportable accident testing will include amphetamines, barbiturates, benzodiazepines, carisoprodol, opiates, fentanyl analogues, methadone, meperidine, marijuana, and cocaine.

- (i) **School Status.** School represents and warrants to Hospital that the School and its Program Participants participating hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in the School or a Program Participant being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify Hospital of any change in status of the representation and warranty set forth in this section. Any breach of this Paragraph 1(h) shall give Hospital the right to immediately terminate this Agreement for cause.

2. RESPONSIBILITIES OF HOSPITAL.

- (a) Hospital shall accept the Program Participants assigned to the Program by School and reasonably cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide reasonable opportunities for such Program Participants, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.
- (b) Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. MUTUAL RESPONSIBILITIES. The parties shall cooperate to fulfill the following mutual responsibilities:

- (a) Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Hospital or the School.
- (b) Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. WITHDRAWAL OF PROGRAM PARTICIPANTS.

Hospital may request School to withdraw or dismiss a student or other Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program at Hospital shall immediately cease. It is understood that only School can dismiss the Program Participant from the Program.

5. INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES.

The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement.

6. NON-DISCRIMINATION.

There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of students for participation in the Program, or as to any aspect of the clinical training; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Program.

7. INDEMNIFICATION.

To the extent permitted by applicable law and without waiving any defenses, School shall indemnify and hold harmless Hospital and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School or any of its faculty, Program Participants, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Hospital shall indemnify School against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by School in defending or compromising actions brought against School arising out of or related to the Hospital's performance of duties hereunder.

8. CONFIDENTIALITY.

School and its agents, Program Participants, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Hospital and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Hospital. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Hospital. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

9. TERM; TERMINATION.

(a) The initial term of this Agreement shall be 1 year(s), commencing on July 1, 2015 and ending on June 30, 2016.

(b) Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed six (6) months.

10. ENTIRE AGREEMENT.

This Agreement and its Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

11. SEVERABILITY.

If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

12. CAPTIONS.

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

13. NO WAIVER.

Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

14. GOVERNING LAW.

This Agreement shall be governed and construed in accordance with the laws of the State of Florida ("State").

15. ASSIGNMENT; BINDING EFFECT.

School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

16. NOTICES.

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital: Notami Hospitals of Florida Inc. d/b/a
Lake City Medical Center
340 NW Commerce Drive
Lake City, FL 32055
Attention: Chief Executive Officer

If to School Board: Suwannee County School Board
702 2nd Street, NW
Live Oak, FL 32064
Attention: Superintendent of School

Copy to: HCA
One Park Plaza, Bldg. 1, 2-East
Nashville, TN 37203
Attention: Operations Counsel

With copy to School: RiverOak Technical College
415 SW Pinewood Drive
Live Oak, FL 32064
Attention: Walter Boatright, Principal

or to such other persons or places as either party may from time to time designate by written notice to the other.

17. EXECUTION OF AGREEMENT.

This Agreement shall not become effective or in force until all of the below named parties have fully executed this Agreement.

18. HIPAA Requirements.

To the extent applicable to this Agreement, the School agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA 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. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic Transactions Regulations", all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements.". The School further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. The School agrees to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

The School shall direct its Program Participants to comply with the policies and procedures of Hospital, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the Program Participants' role in relation to the use and disclosure of Hospital's protected health information, the Program Participants are defined as members of the Hospital's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the Program Participants are not and shall not be considered to be employees of Hospital.

19. COMPLIANCE WITH HOSPITAL POLICIES AND PROCEDURES.

School and Program Participants shall comply with Hospital Policies and Procedures to the extent such Hospital Policies and Procedures do not conflict with the terms of this Agreement.

20. NO REQUIREMENT TO REFER.

Nothing in this Agreement requires or obligates School to admit or cause the admittance of a patient to Hospital or to use Hospital's services. None of the benefits granted pursuant to this Agreement is conditioned on any requirement or expectation that the parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party. Neither party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

21. Public Records.

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

SCSB 2016-55 (REVISED/RENEWAL)

THE PARTIES HERETO have executed this Agreement as of the day and year first above written.

"Approved as to Form and Sufficiency
BY _____

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

Suwannee County School Board

By: Ed DaSilva

Title: Chairman, Suwannee County School Board

Suwannee County School Board

By: Jerry A. Scarborough

Title: Superintendent of Schools

Lake City Medical Center

By: _____

Title: _____

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at Lake City Medical Center ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by:

RiverOak Technical College ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

Signature of Program Participant/Print Name

Date

Parent or Legal Guardian
If Program Participant is under 18 / Print Name

Date

EXHIBIT B

Confidentiality and Security Agreement

I understand that the Hospital or business entity (the "Hospital") for which I work, volunteer or provide services manages health information as part of its mission to treat patients. Further, I understand that the Hospital has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their patients' health information. Additionally, the Hospital must assure the confidentiality of its human resources, payroll, fiscal, research, internal reporting, strategic planning information, or any information that contains Social Security numbers, health insurance claim numbers, passwords, PINs, encryption keys, credit card or other financial account numbers (collectively, with patient identifiable health information, "Confidential Information").

In the course of my employment/assignment at the Hospital, I understand that I may come into the possession of this type of Confidential Information. I will access and use this information only when it is necessary to perform my job related duties in accordance with the Hospital's Privacy and Security Policies, which are available on the Hospital intranet (on the Security Page) and the Internet (under Ethics & Compliance). I further understand that I must sign and comply with this Agreement in order to obtain authorization for access to Confidential Information or Hospital systems.

General Rules:

1. I will act in the best interest of the Hospital and in accordance with its Code of Conduct at all times during my relationship with the Hospital.
2. I understand that I should have no expectation of privacy when using Hospital information systems. The Hospital may log, access, review, and otherwise utilize information stored on or passing through its systems, including email, in order to manage systems and enforce security.
3. I understand that violation of this Agreement may result in disciplinary action, up to and including termination of employment, suspension, and loss of privileges, and/or termination of authorization to work within the Hospital, in accordance with the Hospital's policies.

Protecting Confidential Information:

1. I understand that any Confidential Information, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity.
2. I will not disclose or discuss any Confidential Information with others, including friends or family, who do not have a need to know it. I will not take media or documents containing Confidential Information home with me unless specifically authorized to do so as part of my job. Case presentation material will be used in accordance with Hospital policies.
3. I will not publish or disclose any Confidential Information to others using personal email, or to any Internet sites, or through Internet blogs or sites such as Facebook or Twitter. I will only use such communication methods when explicitly authorized to do so in support of Hospital business and within the permitted uses of Confidential Information as governed by regulations such as HIPAA.
4. I will not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information except as properly authorized. I will only reuse or destroy media in accordance with Hospital Information Security Standards and Hospital record retention policy.

SCSB 2016-55 (REVISED/RENEWAL)

5. In the course of treating patients, I may need to orally communicate health information to or about patients. While I understand that my first priority is treating patients, I will take reasonable safeguards to protect conversations from unauthorized listeners. Whether at the School or at the Hospital, such safeguards include, but are not limited to: lowering my voice or using private rooms or areas (not hallways, cafeterias or elevators) where available.
6. I will not make any unauthorized transmissions, inquiries, modifications, or purgings of Confidential Information. I will not access data on patients for whom I have no responsibilities or a need-to-know the content of the PHI concerning those patients.
7. I will not transmit Confidential Information outside the Hospital network unless I am specifically authorized to do so as part of my job responsibilities. If I do transmit Confidential Information outside of the Hospital using email or other electronic communication methods, I will ensure that the Information is encrypted according to Hospital Information Security Standards.

Following Appropriate Access:

1. I will only access or use systems or devices I am officially authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
2. I will only access software systems to review patient records or Hospital information when I have a business need to know, as well as any necessary consent. By accessing a patient's record or Hospital information, I am affirmatively representing to the Hospital at the time of each access that I have the requisite business need to know and appropriate consent, and the Hospital may rely on that representation in granting such access to me.

Using Portable Devices and Removable Media:

1. I will not copy or store Confidential Information on removable media or portable devices such as laptops, personal digital assistants (PDAs), cell phones, CDs, thumb drives, external hard drives, etc., unless specifically required to do so by my job. If I do copy or store Confidential Information on removable media, I will encrypt the information while it is on the media according to Hospital Information Security Standards
2. I understand that any mobile device (Smart phone, PDA, etc.) that synchronizes Hospital data (e.g., Hospital email) may contain Confidential Information and as a result, must be protected. Because of this, I understand and agree that the Hospital has the right to:
 - a. Require the use of only encryption capable devices.
 - b. Prohibit data synchronization to devices that are not encryption capable or do not support the required security controls.
 - c. Implement encryption and apply other necessary security controls (such as an access PIN and automatic locking) on any mobile device that synchronizes Hospital data regardless of it being a Hospital or personally owned device.
 - d. Remotely "wipe" any synchronized device that: has been lost, stolen or belongs to a terminated employee or affiliated partner.
 - e. Restrict access to any mobile application that poses a security risk to the Hospital network.

Doing My Part – Personal Security:

1. I understand that I will be assigned a unique identifier (e.g., 3-4 User ID) to track my access and use of Confidential Information and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or employment verification processes.
2. I will:

SCSB 2016-55 (REVISED/RENEWAL)

- a. Use only my officially assigned User-ID and password (and/or token (e.g., SecurID card)).
 - b. Use only approved licensed software.
 - c. Use a device with virus protection software.
3. I will never:
 - a. Disclose passwords, PINs, or access codes.
 - b. Use tools or techniques to break/exploit security measures.
 - c. Connect unauthorized systems or devices to the Hospital network.
4. I will practice good workstation security measures such as locking up diskettes when not in use, using screen savers with activated passwords, positioning screens away from public view.
5. I will immediately notify my manager, Hospital Information Security Official (FISO), Director of Information Security Operations (DISO), or Hospital or Corporate Client Support Services (CSS) help desk if:
 - a. my password has been seen, disclosed, or otherwise compromised;
 - b. media with Confidential Information stored on it has been lost or stolen;
 - c. I suspect a virus infection on any system;
 - d. I am aware of any activity that violates this agreement, privacy and security policies;
or
 - e. I am aware of any other incident that could possibly have any adverse impact on Confidential Information or Hospital systems.

Upon Termination:

1. I agree that my obligations under this Agreement will continue after termination of my employment, expiration of my contract, or my relationship ceases with the Hospital.
2. Upon termination, I will immediately return any documents or media containing Confidential Information to the Hospital.
3. I understand that I have no right to any ownership interest in any Confidential Information accessed or created by me during and in the scope of my relationship with the Hospital.

By signing this document, I acknowledge that I have read this Agreement and I agree to comply with all the terms and conditions stated above.

Signature	Hospital Name and COID	Date
Printed Name	Business Entity Name	

EXHIBIT C

Attestation of Satisfactory Background Investigation

On behalf of RiverOak Technical College [Name of Volunteer Organization, School, Contract Services Entity, or Staffing Agency], I acknowledge and attest to Lake City Medical Center [Name of facility ("Hospital")] that we own, and have in our possession, a background investigation report on the individual identified below. Such background investigation is satisfactory in that it:

- ☐ does not reveal any criminal activity;
- ☐ does not reveal ineligibility for rehire with any former employer or otherwise indicate poor performance;
- ☐ confirms the individual is not on either the GSA or OIG exclusion lists;
- ☐ confirms the individual is not listed as a violent sexual offender;
- ☐ confirms this individual is not on the U.S. Treasury Department's Office of Foreign Assets Control list of Specially Designation Nationals;
- ☐ no other aspect of the investigation required by Employer reveals information of concern; and
- ☐ does not reveal inappropriate use of drugs or alcohol;

I attest that this individual has met all of the health requirements, including:

- ☐ TB test within the last 12 months;
- ☐ Proof of Rubella, Rubeola and Varicella immunity;
- ☐ Proof of Hepatitis B and Flu immunization or declination; and
- ☐ Proof of a satisfactory drug screening as set out in the underlying Affiliation Agreement.

I further attest there are no prior or pending investigations, reviews, sanctions or peer review proceedings; or limitations of any licensure, certification or registration.

This attestation is provided in lieu of providing a copy of the background investigation.

Identified Individual Subject to the Background Investigation:

Name: _____

Address: _____

Date of Birth: _____

Social Security Number: _____

I also acknowledge and agree to an annual compliance audit by Hospital of five percent (5%) or a minimum of thirty (30) such background investigation files as authorized by the subjects under the Fair Credit Reporting Act (FCRA).

Signature

Printed Name

[Name of Organization]
Date: _____

BUSINESS ASSOCIATE AGREEMENT

(Facility Agreement)

This Business Associate Agreement (“**Agreement**”) dated July 1, 2015 (“**Effective Date**”), is entered into by and between Lake City Medical Center (“**Facility**”) and Suwannee County School Board (“**Business Associate**”), each a “**Party**” and collectively, the “**Parties**.”

WHEREAS, Facility is a covered entity (“**Covered Entity**”) as defined in the federal regulations at 45 C.F.R. Parts 160 and 164 (the “**Privacy Standards**”) promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) and the Health Information Technology for Economic and Clinical Health Act of 2009 (“**HITECH**”);

WHEREAS, pursuant to HIPAA and HITECH the U.S. Department of Health & Human Services (“**HHS**”) promulgated the Privacy Standards and the security standards at 45 C.F.R. Parts 160 and 164 (the “**Security Standards**”) requiring certain individuals and entities subject to the Privacy Standards and/or the Security Standards to protect the privacy and security of certain individually identifiable health information (“**Protected Health Information**” or “**PHI**”), including electronic protected health information (“**EPHI**”);

WHEREAS, the Parties wish to comply with Privacy Standards and Security Standards as amended by the HHS regulations promulgated on January 25, 2013, entitled the “Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules Under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act,” as such may be revised or amended by HHS from time to time;

WHEREAS, in connection with Business Associate’s performance under its agreement(s) and/or other documented arrangements between Facility and Business Associate (collectively “**Business Arrangements**”), Business Associate may provide services for, or on behalf of, Facility that require Business Associate to use, disclose, access, create, maintain and/or transmit health information that is protected by state and/or federal law; and

WHEREAS, Facility desires that Business Associate use and disclose PHI and/or EPHI in accordance with the terms specified herein, and the Parties desire to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Business Associate Obligations.** Business Associate may use, disclose, access, create, maintain and/or transmit health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. Business Associate acknowledges and agrees it meets the definition of a “**business associate**” at 45 C.F.R. §160.103. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the “**Confidentiality Requirements**”). All references to PHI herein shall be construed to include EPHI. PHI shall mean only that PHI Business Associate uses, discloses, accesses, creates, maintains and/or transmits for or on behalf of Facility

pursuant to the Business Arrangements. The Parties hereby acknowledge that the definition of PHI includes "**Genetic Information**" as set forth at 45 C.F.R. §160.103. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by Facility in the same manner. To the extent the Business Associate is to carry out Facility's obligations under the Confidentiality Requirements, the Business Associate shall comply with the provision(s) of the Confidentiality Requirements that would apply to the Facility in the performance of such obligation(s).

2. **Use of PHI.** Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Business Associate agrees not to use (or permit the use of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used by the Facility in the same manner. Furthermore, Business Associate shall use PHI: (i) solely for Facility's benefit and only for the purpose of performing services for, or on behalf of, Facility as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Facility shall retain all rights in the PHI not granted herein. Except as necessary to perform services for Facility under the Business Arrangements, Business Associate may not de-identify PHI or other identifiable data without the express written authorization of Facility. All de-identification of PHI must be performed in accordance with the Confidentiality Requirements, specifically, 45 C.F.R. §164.514(b).

3. **Disclosure of PHI.**

3.1. Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party as necessary to perform its obligations under the Business Arrangements and as permitted or required by applicable federal and state law. Business Associate agrees not to disclose (or permit the disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI was disclosed by the Facility in the same manner. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that: (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Business Associate shall report to Facility any use or disclosure of PHI not permitted by this Agreement of which it becomes aware. Such report shall be made within five (5) business days of the Business Associate becoming aware of such use or disclosure.

3.2. If Business Associate uses or contracts with any agent, including a subcontractor (collectively, "**Subcontractors**") that uses, discloses, accesses, creates, receives, maintains, or transmits PHI on behalf of Facility, Business Associate shall require its Subcontractors to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement; specifically, Business Associate agrees to enter into business associate agreements with its Subcontractors that

meet the requirements of the Confidentiality Requirements; including but not limited to 45 C.F.R. §§164.314, 164.410, 164.502 and 164.504(e). In addition to Business Associate's obligations under **Section 9**, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Facility in writing, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or any Subcontractors in violation of this Agreement. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of "**minimum necessary use and disclosure**," (i.e., in accordance with 45 C.F.R. §164.502(b), only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed).

4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Facility, Business Associate shall: (i) provide access to, and permit inspection and copying of, PHI by Facility under conditions and limitations required under 45 C.F.R. §164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Facility. Business Associate shall respond to any request from Facility for access by an Individual within five (5) business days of such request and shall make any amendment requested by Facility within ten (10) business days of such request. Any information requested under this **Section 4** shall be provided in the form or format requested, if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Business Associate shall notify Facility within five (5) business days of receipt of any request for access or amendment by an Individual. Facility, not Business Associate, shall determine whether to grant or deny any access or amendment requested by the Individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set when requested by Facility.

5. **Accounting of Disclosures.** Business Associate shall make available to Facility in response to a request from an Individual, information required for an accounting of disclosures of PHI with respect to the Individual in accordance with 45 CFR §164.528 (or such shorter time as may be required by state or federal law). Business Associate shall provide to Facility such information necessary to provide an accounting within thirty (30) days of Facility's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the Individual or to Facility if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Facility and the Facility informs the Individual in advance of the fee, and the Individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive expiration or termination of this Agreement and shall continue as long as Business Associate maintains PHI.

6. **Withdrawal of Authorization.** If the use or disclosure of PHI under this Agreement is based upon an Individual's specific authorization regarding the use of his or her PHI, and: (i) the Individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the authorization is found to be defective in any manner that renders it invalid for whatever reason, then

Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such Individual's PHI except to the extent Business Associate has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.

7. **Records and Audit.** Business Associate shall make available to HHS or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Facility for the purpose of determining Facility's compliance with the Confidentiality Requirements, in a time and manner designated by HHS. Except to the extent prohibited by law, Business Associate agrees to notify Facility immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.

8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will comply with the Security Standards and, by way of example and not limitation, use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. In accordance with the Security Standards, Business Associate will implement administrative, physical, and technical safeguards that protect the confidentiality, integrity and availability of the PHI that it uses, discloses, accesses, creates, receives, maintains or transmits. To the extent feasible, Business Associate will use commercially reasonable efforts to ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009) or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI. Business Associate will promptly report to Facility any Security Incident of which it becomes aware; provided, however, that Facility acknowledges and shall be deemed to have received notice from Business Associate that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Business Associate; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks. At the request of Facility, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, Business Associate's response to the Security Incident, and to the extent permitted by law, the identification of the party responsible for causing the Security Incident, if known.

9. **Data Breach Notification and Mitigation.**

9.1. **HIPAA Data Breach Notification and Mitigation.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "HIPAA Breach"). The Parties acknowledge and agree that 45 C.F.R. §§164.404 and 164.410, as described below in this Section 9.1, govern the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA Breach, notify Facility immediately and in no event later than five (5) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Facility, the discovery of a

HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Facility with sufficient information to permit Facility to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et seq.* Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Facility with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Facility may ask questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Business Associate will have a continuing duty to inform Facility of new information learned by Business Associate regarding the HIPAA Breach; including but not limited to, the information described in items (i) through (v), above. This **Section 9.1** shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Business Associate maintains PHI.

9.2. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements of **Section 9.1**, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI and referred to hereinafter as “**Individually Identifiable Information**”) that, if misused, disclosed, lost or stolen, would trigger an obligation under one or more State data breach notification laws (each a “**State Breach**”) to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) notify the Facility within five (5) business days of such misuse, disclosure, loss or theft; (ii) cooperate and assist Facility with any investigation into any State Breach or alleged State Breach; (iii) cooperate and assist Facility with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (iv) cooperate with Facility regarding the Facility’s and Business Associate’s obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (v) assist with the implementation of any decision by any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach. This **Section 9.2** shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Business

Associate maintains PHI or Individually Identifiable Information.

9.3. **Breach Indemnification**. Business Associate shall indemnify, defend and hold Facility, and each of its officers, directors, employees, agents, successors and assigns harmless from and against any and all losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively "**Information Disclosure Claims**") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) in violation of the terms of this Agreement or applicable law; and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information. If Business Associate assumes the defense of an Information Disclosure Claim, Facility shall have the right, at its expense, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Facility. To the extent permitted by law, Business Associate shall be fully liable to Facility for any acts, failures or omissions of Business Associate's Subcontractors and agents in furnishing the services as if they were Business Associate's own acts, failures or omissions. For purposes of this **Section 9.3**, PHI and Individually Identifiable Information shall refer to PHI and Individually Identifiable Information used, disclosed, accessed, created, maintained, received or transmitted by and/or under the direction or control of Business Associate and/or its Subcontractors at the time of any HIPAA Breach and/or State Breach. This **Section 9.3** shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Business Associate maintains PHI or Individually Identifiable Information.

10. **Term and Termination**.

10.1. **Termination**. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this **Section 10**; *provided, however*, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.

10.2. **Termination without Cause**. Facility shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.

10.3. **Termination for Cause**. Either Party may immediately terminate this Agreement as set forth in this **Section 10.3** ("**Terminating Party**") and shall have no further obligations to the other Party ("**Terminated Party**") hereunder if either of the following events have occurred and are continuing to occur:

- i. The Terminated Party fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Terminated Party; or
- ii. The Terminated Party materially violates any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Terminated

Party under this Agreement.

10.4. Facility May Terminate Business Arrangements in Event of for Cause Termination.

Termination of this Agreement for either of the two reasons set forth in **Section 10.3** above shall be cause for Facility to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Facility.

10.5. Termination Upon Conclusion of Business Arrangements. Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.

10.6. Return of PHI Upon Termination. Upon termination of this Agreement for any reason, Business Associate agrees either to return to Facility or to destroy all PHI received from Facility or otherwise through the performance of services for Facility, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to return or destroy, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI. This **Section 10.6** shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Subcontractor maintains PHI.

11. No Warranty. PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN "AS IS" BASIS. FACILITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

12. Ineligible Persons. Business Associate represents and warrants to Facility that Business Associate, its directors, officers, and key employees: (i) are not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) or any state healthcare program (collective, the "**Healthcare Programs**"); (ii) have not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs (collectively, the "**Warranty of Non-exclusion**"). Business Associate's representations and warranties underlying the Warranty of Non-exclusion shall be ongoing during the term, and Business Associate shall immediately notify Facility of any change in the status of the representations and warranties set forth in this **Section 12**. Any breach of this **Section 12** shall give Facility the right to terminate this Agreement immediately for cause.

13. Miscellaneous. This **Section 13** shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Subcontractor maintains PHI.

13.1. **Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by: (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; (iii) overnight delivery service with proof of delivery; or (iv) facsimile with return facsimile acknowledging receipt. Notices shall be sent to the addresses below. Neither Party shall refuse delivery of any notice hereunder.

FACILITY:

Lake City Medical Center
340 NW Commerce Drive
Lake City, FL 32055

Attention: Susan Martin-Reynolds
Tel. No.: 386-719-9077
Fax No.: 386-719-7787

BUSINESS ASSOCIATE:

Suwannee County School Board
702 2nd Street
Live Oak, FL 32064

Attention: Jerry A. Scarborough
Tel. No.: 386-647-4602
Fax No.: 386-364-2635

Copy to FACILITY Counsel:

Attention: _____
Tel. No.: _____
Fax No.: _____

Copy to:

RiverOak Technical College
415 SW Pinewood Dr.
Live Oak, FL 32064

Attention: Walter Boatright, Principal
Tel. No.: 386-647-4202
Fax No.: 386-364-4698

13.2. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

13.3. **Assignment.** Neither Party may assign (whether by operation of law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Facility shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Facility, whether by merger, acquisition, change in control, or other transaction involving the sale of all or substantially all of Facility's assets, without the prior approval of Business Associate.

13.4. **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

13.5. **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Facility relating to the matters specified in this Agreement and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. This Agreement

constitutes the complete agreement between Business Associate and Facility relating to the matters specified in this Agreement and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the Parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party to this Agreement; *provided, however*, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that Facility believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Facility may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) calendar days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the Parties, their affiliates and respective successors and assigns.

13.6. **Governing Law.** This Agreement shall be governed by, and interpreted in accordance with, the laws of the state in which Facility is located, excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in the county in which Facility is located.

13.7. **Equitable Relief.** Business Associate understands and acknowledges that any disclosure or misappropriation of any PHI in violation of this Agreement will cause Facility irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Facility shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Facility shall deem appropriate. Such right of Facility is to be in addition to the remedies otherwise available to Facility at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Facility.

13.8. **Nature of Agreement; Independent Contractor.** Nothing in this Agreement shall be construed to create: (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor and not an agent of Facility. This Agreement does not express or imply any commitment to purchase or sell goods or services.

13.9. **Counterparts.** This Agreement and any amendments hereto may be executed by the Parties hereto individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement. Execution and delivery of this Agreement and any amendments by the Parties shall be legally valid and effective through: (i) executing and delivering the paper copy of the document, (ii) transmitting the executed paper copy of the document by facsimile transmission or electronic mail in "portable document

SCSB 2016-55 (REVISED/RENEWAL)

format" (.pdf") or other electronically scanned format, or (iii) creating, generating, sending, receiving or storing by electronic means this Agreement and any amendments, the execution of which is accomplished through use of an electronic process and executed or adopted by a Party with the intent to execute this Agreement (i.e., "electronic signature" through a process such as DocuSign®).

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

FACILITY:

Lake City Medical Center
_340 NW Commerce Drive
Lake City, FL 32055

By: _____

(Print or Type Name)

(Title)

Date: _____

BUSINESS ASSOCIATE:

Suwannee County School Board
702 2nd Street, NW
Live Oak, FL 32064

By: _____

Jerry A. Scarborough
(Print or Type Name)

Superintendent
(Title)

Date: _____

Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

SUWANNEE COUNTY SCHOOL BOARD

**PROFESSIONAL/TECHNICAL
SERVICES AGREEMENT**

This AGREEMENT is made commencing on July 1, 2015, by and between the School Board of Suwannee County, Florida ("SCSB"), and Miles Consulting LLC (hereinafter "Contractor").

WITNESSED:

WHEREAS, SCSB, through RiverOak Technical College (RTC), operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

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

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

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

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

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

B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

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

SCSB 2016-56 (REVISED/RENEWAL)

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

2. REPRESENTATIVES AND WARRANTIES

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

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

services under this Agreement; and

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

3. INDEPENDENT CONTRACTOR

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

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on July 1, 2015 and ending June 30, 2016, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

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

6. BILLING

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

7. CONFIDENTIALITY

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

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

8. CRIMINAL BACKGROUND CHECKS

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

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

9. AUDITS, RECORDS, AND RECORDS RETENTION

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

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

10. INDEMNIFICATION

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

11. DEBARMENT & SUSPENSION

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

12. TERMINATION

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

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the SCSB for the SCSB'S attorneys' fees, costs, expenses, out-of-pocket disbursements

incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, which shall be determined by the court in such litigation by the court alone on a post-trial motion. In the event that a court shall direct the parties to this Agreement to mediation with respect to any issue, the other contracting entity or person shall pay the fees, costs and expenses of the mediator.

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

15. GOVERNING LAW

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

16. COUNTERPARTS

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

17. NOTICES

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to SCSB: The School Board of Suwannee County Florida
c/o Jerry A. Scarborough, Superintendent
702 2nd Street, NW
Live Oak, FL 32064

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

Contractor: Patricia B Miles
Miles Consulting LLC
4809 WaterVista Drive
Orlando, Florida 32821

18. WAIVER

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

19. CAPTIONS

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

20. ASSIGNMENT; BINDING EFFECT.

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

21. PUBLIC RECORDS

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

22. RELEASE OF STUDENT RECORDS

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

SCSB 2016-56 (REVISED/RENEWAL)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 20__.

SUWANNEE COUNTY SCHOOL BOARD

Ed daSilva, Chairman

Date

Jerry A. Scarborough, Superintendent of Schools

Date

CONTRACTOR

Witness Signature

Patricia B. Miles
Miles Consulting LLC

Type or Print Name of Witness

Type or Print Name of Contractor

Date _____

Date _____

EXHIBIT A

SERVICES PROVIDED:

1. This agreement shall commence July 1, 2015 and shall terminate June 30, 2016.
2. The Contractor hereby agrees to provide the following services under this agreement:
 - a. Travel from time to time to Live Oak, Florida to meet with the RTC Director, staff, faculty, program instructors, program advisory committee(s), school advisory committee and community clients of the RTC.
 - b. Conduct limited hours in the development of customer service training programs to the specifications of the Director of RTC, then to deliver such course materials to adult students in a demonstration offering at which time the selected instructors of RTC will attend and be qualified to continue the offering of that course material.
 - c. Meet with the AST and ACRR Advisory Committees, program instructors, RTC Director and other interested persons to maintain such certification and to prepare and demonstrate forms and procedures to successfully obtain recertification.
 - d. Research, meet with interested parties in Suwannee County or where ever found, in order to advise the RTC Director as to course, program and instructional development for new and emerging occupations as well as for obtaining Technical College credit.
3. The RTC hereby agrees to abide by the following considerations under this agreement.
 - a. Make available administration, staff and faculty of the RTC for consultation by the Contractor at appointed times for in person meetings or video conferencing.
 - b. The RTC Director will maintain communications with the Contractor as to assistance for new programs, course delivery and program development.
 - c. Will set up meeting and consultation dates and times between the Contractor and RTC staff and faculty as well as any advisory groups and community clients of the RTC. The Director will make all attempts to have multiple meetings concerning multiple programs during visit to Live Oak by the Contractor.

CONTRACTOR FEDERAL IDENTIFICATION NUMBER:
INDIVIDUAL SOCIAL SECURITY NUMBER: 371650608

IRS Form W-9 on file.

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

General and/or Perkins

EXHIBIT B

FEE SCHEDULE

The RiverOak Technical College (RTC) is a technical education center of the Suwannee County Public schools which is required to obtain and retain national certification as technical education center for the institution as well as for the Automotive (AST) and Auto Collision (SCRR) programs. The primary campus of SHTC is at 415 S. W. Pinewood Drive, Live Oak, Florida 32064.

RTC is instructional service provider to the adult and secondary students of Suwannee County Public Schools, Work Force Development Board of Suwannee County, various industries and organizations in RTC service area. The Contractor will be called upon to develop curriculum and instructor expertise to provide the requested training for new industries coming to Suwannee County. The Contractor will provide technical assistance to the Director of RTC as to the issue of Technical Colleges.

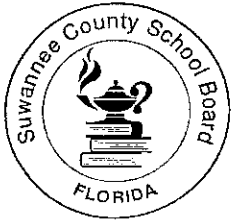
RTC desires to engage in consulting services with the Contractor for several projects.

For the services provided by the Contractor, RTC agrees to pay based on the following table:

- | | |
|--|------------------------|
| • Conduct Classroom instruction of students and/or staff | \$125.00 / hour |
| • Conduct a full school day of instruction for students and / or staff | \$750.00 / day |
| • Research and development time | \$50.00 / hour |
| • Communications (email, phone call, text, video conference) | \$12.50 / quarter hour |
| • Meeting with Director, staff and / instructors | \$50.00 / hour |
| • Travel mileage including tolls and vicinity at current Florida rate | |
| • Per Diem incurred at current Board approved rate | |
| • Lodging at direct cost | |

The Contractor will submit and invoice for those month in which there has been activity at the end of the month which shall include detail per change.

SUWANNEE COUNTY SCHOOL BOARD



Serving The Children Of Our Community

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

JERRY A. SCARBOROUGH
Superintendent of Schools

JERRY TAYLOR
DISTRICT 1

CATHERINE CASON
DISTRICT 2

JULIE ULMER
DISTRICT 3

ED DA SILVA
DISTRICT 4

RONALD WHITE
DISTRICT 5

LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools *JAS/BB*
FROM: Elizabeth Simpson, Director of Student Services *ES*
THRU: Vickie Music DePratter, Chief Financial Officer *VM FOR VMD*
DATE: June 4, 2015
RE: Agenda Item for June 23, 2015, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of the following contract for the 2015-2016 school year:

#2016-57 Contract Agreement for six (6) full-time School (Renewal)
Resource Officers for the 2015-2016 school year

BACKGROUND:

The existing contract has been revised to include an additional Resource Officer. The amount of the contract will increase by \$30,000 for a total of \$180,000. Monies will be paid from the general fund. The Resource Officers will remain employees of the Sheriff. The specific duties of the Resource Officers are outlined in the contract as related to education and prevention, law enforcement, and school and community involvement.

ES/ro

AGREEMENT

THIS AGREEMENT made and entered into on July 1, 2015, by and between the SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA, hereinafter referred to as the "Board" and the SUWANNEE COUNTY SHERIFF'S OFFICE, hereinafter referred to as the "Sheriff".

1. The Sheriff agrees to hire six (6) full-time certified deputy sheriffs to act in the capacity of full-time school resource officers for the 2015-2016 school year.
2. The Board shall pay the Sheriff the sum of \$180,000.00 per year and the Sheriff shall be responsible for paying the salaries and all other benefits to such resource officers. The school resource officers shall remain employees of the Sheriff and are not employed by the Board in any capacity. In the event, the school resource officers are not available to the Board for the entire school year, the Board shall only have to pay a pro-rata portion of the annual fee.
3. The duties of the school resource officers shall include, but not be limited to:
 - A. Education and Prevention:
 - a. Coordinates all of his/her activities with the principal and staff members and seek their permission, advice, and guidance prior to enacting any program within the school.
 - b. Provides instruction for students that includes but is not limited to Life Skills Training and Substance Abuse Prevention education.
 - c. Works with schools with student drivers to promote safe driving education.
 - d. Assists students and families with counsel related to areas of concern that are brought to his/her office for guidance.
 - e. Promotes prevention of juvenile delinquency by working with stakeholders to encourage a healthy lifestyle and promoting positive conflict resolution.
 - f. Promotes positive student attitudes of law enforcement, by building a positive rapport among the student population.
 - g. Acts as a resource to all stakeholders by informing and educating the at large population of resources that are available from community-based agencies.
 - B. Law Enforcement
 - a. Provides assistance to administration and school-based security in the investigation of crimes committed on school campuses.
 - b. Responds to potential crimes in progress on school campuses as informed by school personnel.
 - c. Responds to a reported violation of a criminal or civil restraining order.

- d. Cites students, faculty, staff, and campus visitors when applicable for traffic violations or contraband.
- e. Assists parents in the school setting with child custody disputes and orders of the court.
- f. Communicates with recipients of and recording with the Suwannee County Sheriff's office, trespass warnings to school board property as requested by the superintendent's designees.
- g. Works with administration to support the overall safety and security of the school.
- h. Filing appropriate reports and documenting such law enforcement actions as required by the Suwannee County Sheriff's office.
- i. Provides security services for expulsion meetings/hearings or other meetings as requested by the Board.
- j. The SRO shall not act as a school disciplinarian. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO, and the SRO shall then determine whether law enforcement action is appropriate.

C. School and Community Involvement

- a. Sustains a visible presence on school campuses to protect the lives and property of those on the school campuses.
- b. Works with administration to provide law enforcement presence at school sponsored activities, events and gatherings.
- c. Assists and aides in traffic issues that arise from beginning and ending the school day and other after hours school sponsored activities.
- d. Provides a visible, positive, and proactive presence on school campuses during the school day.
- e. Works to promote partnerships with local businesses and agencies to help provide resources to the school in both prevention and response efforts.
- f. Serves on the school site emergency management response committees.

School Resource Officers are not utilized for duty stations, school disciplinarians, or quasi-administrative roles within the school district, as this is not their function. The Sheriff will meet annually with school personnel to outline responsibilities for resource officers.

- 4. This agreement shall be for a period of one year commencing the date of this agreement, and ending June 30, 2016, but shall be self-renewing for one year periods each July 1st, unless terminated in writing by either party, no less than 60 days prior to the expiration date.
- 5. The resource officers shall remain employees of the Sheriff, but shall, at all times, cooperate with school staff to promote the intent and spirit of this program. Nothing in this Agreement shall be construed to impair or restrict activities otherwise appropriate by SROs within that officer's authority as a certified law enforcement officer.

6. It is hereby acknowledged that the SROs assigned pursuant to the provisions of this Agreement are employees of the employing law enforcement agency and not employees of the Suwannee County School Board. To the extent permitted by Florida law and within the limits of liability set forth in Fla. Stat 768.28, the Sheriff agrees to hold the Board harmless from any and all claims, damages, and judgments in connection with loss of life, bodily or personal injury, or property damage resulting from the actions of law enforcement officers employed and assigned pursuant to this Agreement, who are acting within the scope of their law enforcement responsibilities.
7. No provision of this Agreement to provide SRO services is intended to expand, enlarge, diminish, limit, waive or alter in any way the scope of responsibility, liability, immunities, or defenses which each signatory public agency has or may have for itself, its agents, or its employees. By entering into this Agreement, neither signatory agency intends that any third party beneficiary be created by execution of this Agreement. In the event that any claim, action, lawsuit, or other proceeding is brought by a third party against one or both of the signatory agencies hereto, the costs of defense shall be borne separately by the agency or agencies so charged.
8. School resource officers will report for duty at each assigned school on the last two (2) teacher planning days prior to the start of the school year. Their last day at each school will be the second day of teacher planning for the school.
9. This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.

IN WITNESS WHEREOF, we have set our hands and seals the day and year first above written.

ATTEST:

SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA

SHERIFF'S OFFICE OF SUWANNEE COUNTY, FLORIDA

Jerry A. Scarborough, Superintendent

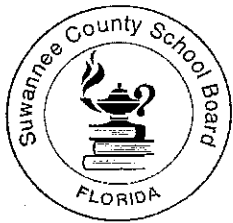
Tony Cameron, Sheriff

Ed daSilva, Chairman, Board

Witness, Sheriff

Witness, Board

SUWANNEE COUNTY SCHOOL BOARD



Serving The Children Of Our Community

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

JERRY A. SCARBOROUGH
Superintendent of Schools

JERRY TAYLOR
DISTRICT 1

CATHERINE CASON
DISTRICT 2

JULIE ULMER
DISTRICT 3

ED DA SILVA
DISTRICT 4

RONALD WHITE
DISTRICT 5

LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Jerry Scarborough, Superintendent of Schools *JAS*

FROM: Vickie Music DePratter, Chief Financial Officer *VMD*

DATE: June 4, 2015

RE: Agenda Item for June 23, 2015, Regular Meeting

RECOMMENDATION:

The Superintendent recommends approval of the following contract agreement:

#2016-58 Blue Cross and Blue Shield of Florida, Inc. Accounting and
Retention Agreement (Renewal)

BACKGROUND:

The Board approved the District's health insurance renewal with Blue Cross Blue Shield of Florida, Inc., for plan year May 1, 2015, through April 30, 2016, at the special board meeting on January 13, 2015.

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

**BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.
HEALTH OPTIONS, INC.**

**ACCOUNTING AND RETENTION AGREEMENT
(Proshare)**

This is an Agreement (hereinafter "Agreement") between Blue Cross Blue Shield of Florida, Inc. d/b/a Florida Blue and Health Options, Inc., (hereinafter jointly referred to as "Florida Blue"), located at 4800 Deerwood Campus Parkway, Jacksonville, Florida 32246 and School Board of Suwannee County, (hereinafter "the Group") located at 702 2nd St. NW, Live Oak FL 32064.

WHEREAS, the Group requests Florida Blue to provide a health maintenance organization (hereinafter "HMO") and a Point-of-Service insurance program, (hereinafter jointly referred to as GHP "the Group Health Plan") to its employees and their covered dependents (hereinafter "Group Member(s)"); and

WHEREAS, Health Options, Inc., has agreed to provide the HMO part of the GHP, and Florida Blue has agreed to provide the insurance part of the GHP; and

WHEREAS, each of the parties to this Agreement seeks to set forth in writing the terms and conditions of their Agreement.

NOW THEREFORE, for good and valuable consideration, the parties agree to these terms and conditions:

I. TERM

The initial term of this Agreement shall begin on May 1, 2015, (the effective date) and shall end on April 30, 2017, (the termination date), unless otherwise terminated or renewed in accordance with the provisions of this Agreement.

During the term of this Agreement, the Group agrees to: a) maintain enrollment that does not decline to one hundred (100) or fewer contracts for two consecutive months or three nonconsecutive months during a single contract period, and b) meet or exceed the minimum participation guidelines set forth in the True Group Application. In the event the Group is unable to maintain adequate enrollment, this Agreement may be terminated and no settlement will be prepared and the Group will not be eligible for this funding arrangement in the future.

II. BENEFIT PLAN

Florida Blue will pay benefits to all eligible Group Members in accordance with the provisions of this Agreement and the GHP.

III. PREMIUM PAYMENTS

The Premium Rates, Prepayment Fees, and Supplemental Charges for the GHP are payable in advance to Florida Blue at the address set forth above. The premiums for the program are set forth in Exhibit A.

IV. SETTLEMENT ACCOUNTING

Within one hundred twenty (120) days after the end of the entire term of the Agreement, Florida Blue shall prepare and furnish to the Group a Settlement Accounting of their operations of the term. This Settlement Accounting shall include operations under all coverages of the Agreement and shall set forth the following:

- (a) Earned Premium
- (b) Incurred Claims less claims in excess of the pooling point
- (c) Capitation Charges, if applicable
- (d) Pooling Charges (not included in administrative charges)
- (e) Administrative Charges as set forth on Exhibit A

If Earned Premium is greater than the sum of Incurred Claims less claims in excess of the pooling point, Capitation Charges, Pooling Charges and Administrative Charges, 50% of this excess will be returned to the Group.

The accounting is an aggregation of the contract periods encompassed in the term of the Agreement. If the Group cancels prior to August 31, 2017, any such excess will not be available for return to the Group.

If Earned Premium is less than the sum of Incurred Claims less claims in excess of the pooling point, Capitation Charges, Pooling Charges and Administrative Charges, the deficit will be retained by Florida Blue.

V. TERMINATION

This Agreement may be terminated at any anniversary of the effective date by either party by giving the other party at least 45 days prior written notice of such termination.

VI. MODIFICATION OF RATES

Rates for the first twelve (12) months of this Agreement will remain in effect, as set forth in Exhibit A, provided there is no material change to the Benefit Contracts, the enrollment, or any other risk factor, as determined by Florida Blue. Thereafter, all rates set forth in this Exhibit A of this Agreement or subsequent contract periods are subject to change by Florida Blue at any time following at least forty-five (45) days prior written notice to the Group.

The administrative charge shall remain the same for the duration of the Agreement. The rates and pooling charge for subsequent contract periods after the initial contract period of the term of the Agreement will be set forth and presented to the Group on a revised Exhibit A. All other provisions of this Agreement shall remain in effect without modification.

VII. LATE PAYMENT/CHARGE

In the event the Group fails to make any payment due under this Agreement, in full, prior to the applicable due date, such payment may be made to Florida Blue up to ten (10) days after such due date without a late payment charge. Payments received by Florida Blue eleven (11) to thirty-one (31) days after such due date are subject to a late payment charge. The Group shall pay any late payment charge to Florida Blue immediately upon receipt of the notice of such charge.

In the event any charge under this Agreement is not paid, in full, by the Group to Florida Blue within thirty-one (31) days after the applicable due date, this Agreement will automatically terminate as of the applicable due date. In the event this Agreement terminates retrospectively for any reason, the Group shall be liable, in addition to all other liabilities set forth in this Agreement, for any claim(s) paid by Florida Blue which were incurred after the termination date.

All payments due for charges during the Agreement period must be received by Florida Blue in order for the Group to share in any excess.

VIII. RENEWAL

This Agreement does not automatically renew or extend upon completion of the term of the Agreement. A revised Exhibit A for subsequent periods after the initial period showing renewal rates, administrative charge and pooling charge for such subsequent period will be provided to the Group after renewal for each subsequent period within the term of the Agreement. Any revised Exhibit A does not represent a renewal or extension of the original term of the Agreement.

IX. INCONSISTENCIES

If the provisions of this Agreement are, in any way, inconsistent with the provisions of the Benefit Contract(s), then the provisions of this Agreement shall prevail, and the other provisions shall be deemed modified but only to the extent necessary to implement the intent of the parties expressed herein.

X. SURVIVAL

The rights and obligations of the parties, as set forth herein, shall survive the termination of this Agreement to the extent necessary to effectuate the intent of the parties as expressed herein.

XI. WAIVER OF BREACH

The failure by either party, at any time, to enforce or to require the strict adherence to any provision of this Agreement shall not be deemed to be a waiver of such provision or any other provision of this Agreement.

XII. GOVERNING LAW

This Agreement, and the rights of the parties hereunder, shall be construed according to the laws of the State of Florida.

XIII. SEVERABILITY

In the event any provision of this Agreement is deemed to be invalid or unenforceable, all other provisions shall remain in full force and effect.

XIV. AMENDMENT

This Agreement may be amended at any time upon mutual, written agreement of both parties, except that Florida Blue may make changes necessary to comply with State and Federal laws upon sixty (60) days' notice to the Group.

XV. ENTIRE AGREEMENT

This Agreement, including its Exhibits, the application(s) for coverage, and the Benefit Contract(s) constitute the entire Agreement between the Group and Florida Blue. Any prior agreements, promises, or representations, either oral or written, relating to the subject matter of this Agreement, and not expressly set forth in this Agreement, are of no force or effect.

XVI. NOTICES

Any notice, required or permitted under this Agreement, shall be deemed given if hand delivered or if mailed by United States mail, or an overnight mail service (e.g., Federal Express), postage prepaid, to the applicable address as set forth above or to such other address as a party may designate, in writing, to the other party. Such notice shall be deemed effective as of the date so deposited or delivered.

XVII. SEPARATE CORPORATIONS

Florida Blue and Health Options, Inc., are separate corporations. Nothing in this Agreement shall be construed, for any purpose whatsoever, to make either liable for the actions of the other.

XVIII. PROVIDER NETWORKS

Florida Blue's Health Care Provider Networks are subject to change and may be modified at any time during the term of this Agreement without notice to or consent of the Group or any Group Member.

**BLUE CROSS & BLUE SHIELD OF FLORIDA, INC.
d/b/a FLORIDA BLUE & HEALTH OPTIONS, INC.**

By: _____

Name: Joseph C. Gregor, Esq.

Title: Vice President, Commercial Segments

Date: _____

SCHOOL BOARD OF SUWANNEE COUNTY

By: _____

Name: _____
Printed

Title: _____

Date: _____

**EXHIBIT A
TO THE
ANNUAL ACCOUNTING AND RETENTION AGREEMENT
WITH
SCHOOL BOARD OF SUWANNEE COUNTY
GROUP NO. 78170**

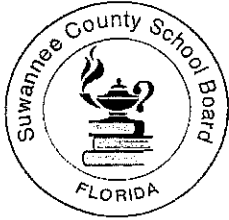
A. Premium rates effective: May 1, 2015 through April 30, 2016

Blue Options Plan 03359:	Single:	\$696.54
	E/S:	\$1,657.74
	E/C:	\$1,281.62
	Family:	\$2,173.16
Blue Options Plan 05360:	Single:	\$645.50
	E/S:	\$1,536.32
	E/C:	\$1,187.74
	Family:	\$2,013.98
Blue Options Plans 05192-05193:	Single:	\$497.02
	E/S:	\$1,182.88
	E/C:	\$914.50
	Family:	\$1,550.66
Blue Care Plan NQ54:	Single:	\$528.24
	E/S:	\$1,257.22
	E/C:	\$971.96
	Family:	\$1,648.10
Blue Care Plan 122-123:	Single:	\$488.82
	E/S:	\$1,163.38
	E/C:	\$899.44
	Family:	\$1,525.12

**B. Administrative charges effective: May 1, 2015 through April 30, 2017
17.77% of earned premium**

**C. Pooling effective: May 1, 2015 through April 30, 2016
Pooling Level: \$195,000 Per Individual
Pooling Charges: 6.44% of earned premium**

SUWANNEE COUNTY SCHOOL BOARD



Serving The Children Of Our Community

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

JERRY A. SCARBOROUGH
Superintendent of Schools

JERRY TAYLOR
DISTRICT 1

CATHERINE CASON
DISTRICT 2

JULIE ULMER
DISTRICT 3

ED DA SILVA
DISTRICT 4

RONALD WHITE
DISTRICT 5

LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools *JAS/BB*
FROM: Vickie Music DePratter, Chief Financial Officer *VMD*
DATE: June 3, 2015
RE: Agenda Item for June 23, 2015, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval to continue expenditures until approval of the final budget for the 2015-2016 fiscal year.

BACKGROUND:

This is an annual approval requested by the Superintendent from the School Board in order to continue paying bills until the final budget is adopted and approved in September.

**SUWANNEE-
HAMILTON**
TECHNICAL CENTER



MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools *JAS/BR*
FROM: *WBO* Walter Boatright, Jr., Principal, Suwannee-Hamilton Technical Center
THRU: Bill Brothers, Director of Human Resources *BB*
DATE: June 8, 2015
RE: Agenda Item for June 23, 2015, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval to overlap two contracts for the RiverOak Technical College bookkeeper's position beginning August 3, 2015 and ending August 31, 2015.

BACKGROUND:

This is to provide training and shadowing for the new bookkeeper due to the present SHTC bookkeeper retiring on August 31, 2015. The estimated additional cost to the school district for the second bookkeeper will be \$117.10 per day times 21 days for a total of \$2,459.10. This estimate is based on a 3 year work experience level for the incoming bookkeeper.



**SUWANNEE-
HAMILTON**
TECHNICAL CENTER



MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools *JAS/AB*
FROM: Walter Boatright, Jr., Principal, Suwannee-Hamilton Technical Center *WBJ*
THRU: Bill Brothers, Director of Human Resources *BB*
Vickie Music DePratter, Chief Financial Officer *VM DePratter*
DATE: June 10, 2015
RE: Agenda Item for June 23, 2015, Regular Board Meeting

RECOMMENDATION:

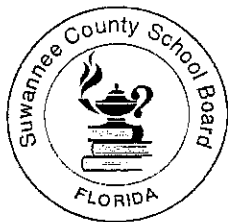
The Superintendent recommends approval for a permanently established paraprofessional position needed for the culinary arts program, effective July 1, 2015. Salary and benefits will be paid from the culinary arts internal account.

BACKGROUND:

This paraprofessional position will provide instructional support to the culinary instructor. This position has been temporary for the past three years.



SUWANNEE COUNTY SCHOOL BOARD



Serving The Children Of Our Community

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

JERRY A. SCARBOROUGH
Superintendent of Schools

JERRY TAYLOR
DISTRICT 1

CATHERINE CASON
DISTRICT 2

JULIE ULMER
DISTRICT 3

ED DA SILVA
DISTRICT 4

RONALD WHITE
DISTRICT 5

LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools *JAS/BAB*
FROM: Janene Fitzpatrick, Director of Curriculum and Instruction *JP*
DATE: June 3, 2015
RE: Agenda Item for June 23, 2015, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval to advertise additions and revisions to the 2014-2015 Suwannee County Elementary and Secondary Student Progression Plans.

BACKGROUND:

The school board approves changes to the Student Progression Plan based on legislative action and/or district needs.



Suwannee County

School District

Secondary

Student Progression Plan

2014-2015

FOREWORD

It is the intent of the Suwannee County School Board that each student's progression from one grade to another be determined, in part, upon satisfactory performance in reading, writing, science, and mathematics; that district school board policies facilitate student achievement; that each student and his or her parent be informed of that student's academic progress; and that students have access to educational options that provide academically challenging coursework or accelerated instruction pursuant to s. 1002.3105.

This Suwannee County Student Progression Plan has been established to provide for a comprehensive plan for student progression in order to:

- Provide standards for evaluating each student's performance, including how well he or she masters the performance standards approved by the State Board of Education.*
- Provide specific levels of performance in reading, writing, science, and mathematics for each grade level, including the levels of performance on statewide assessments as defined by the commissioner, below which a student must receive remediation or be retained within an intensive program that is different from the previous year's program and that takes into account the student's learning style.*
- Provide appropriate alternative placement for a student who has been retained 2 or more years.*
- List the student eligibility and procedural requirements established by the school district for whole-grade promotion, midyear promotion, and subject-matter acceleration that would result in a student attending a different school, pursuant to s. 1002.3105(2)(b).*
- Notify parents and students of the school district's process by which a parent may request student participation in whole-grade promotion, midyear promotion, or subject-matter acceleration that would result in a student attending a different school, pursuant to s. 1002.3105(4)(b)2.*
- Advise parents and students that additional ACCEL options may be available at the student's school, pursuant to s. 1002.3105.*
- Advise parents and students to contact the principal at the student's school for information related to student eligibility requirements for whole-grade promotion, midyear promotion, and subject-matter acceleration when the promotion or acceleration occurs within the principal's school; virtual instruction in higher grade level subjects; and any other ACCEL options offered by the principal, pursuant to s. 1002.3105(2)(a).*
- Advise parents and students to contact the principal at the student's school for information related to the school's process by which a parent may request student participation in whole-grade promotion, midyear promotion, and subject-matter acceleration when the promotion or acceleration occurs within the principal's school; virtual instruction in higher grade level subjects; and any other ACCEL options offered by the principal, pursuant to s. 1002.3105(4)(b)1.*
- Advise parents and students of the early graduation options under s. 1003.4281.*
- List, or incorporate by reference, all dual enrollment courses contained within the dual enrollment articulation agreement established pursuant to s. 1007.271(21).*
- Provide instructional sequences by which students in kindergarten through high school may attain progressively higher levels of skill in the use of digital tools and applications. The instructional sequences must include participation in curricular and instructional options and the demonstration of competence of standards required pursuant to ss. 1003.41 and 1003.4203 through attainment of industry certifications and other means of demonstrating credit requirements identified under ss. 1002.3105, 1003.4203, 1003.428, and 1003.4282.*

The plan has been created to ensure that the required program of study, placement, promotion, reporting, retention, and assessment procedures are equitable and comprehensive, thereby providing accountability for all students.

Various requirements have been given greater visibility in the Suwannee County School Board Policy Manual and by specific reference are included as part of this required Student Progression Plan. The policy manual and this progression plan are both available online at www.suwannee.k12.fl.us.

The Superintendent shall be responsible for preparation and annual updating of plans and procedures to implement an instructional program in the district's schools which promotes mastery of Florida Standards in reading, language arts, mathematics, science, social studies, the arts, health and physical education, and foreign language. The Student Progression Plan will provide assurance that all students within the Suwannee County Public Schools who have not demonstrated proficiency of performance standards in reading, writing, science, and mathematics shall receive appropriate instruction and that all students who receive a diploma shall have met and/or exceeded all the requirements mandated by the State of Florida and by the School Board.

Contents

FOREWORD	2
ADMISSION, PLACEMENT, TRANSFERS and ATTENDANCE	14
A. Admission	14
B. Enrollment and Grade Level Placement and Promotion	14
1. Requirements for Information Prior to Enrollment	14
2. Grade Placement and Promotion within High School	14
3. Grade Placement for Students Enrolled in the Academically Challenging Curriculum to Enhance Learning (ACCEL) Three-Year Graduation Program	15
4. Placement in Adult High School Programs	15
5. Termination of School Placement at Age 16	15
6. Parent/Guardian Role with Placement Decisions	16
7. Placement in Intensive Reading	16
8. Placement for Math Remediation	16
9. Placement for Students with Disabilities enrolled in Exceptional Student Education (ESE)	16
10. Placement of English Language Learners	17
11. Placement for Dependent Children of Military Personnel	17
12. Placement in Virtual Education - Suwannee Virtual School (SVS) or Other State Approved Virtual Providers	18
C. Transfers and Withdrawals	19
1. Course Weightings for Transfer Students - see 6A-1.09941 State Uniform Transfer of High School Credits	19
2. State End-of-Course Assessments for Transfer Students	19
3. Placement of Out-of-State or Out-of-Country Transfer Students in Grade 11 or Grade 12 1003.433 (1) F.S.	19
4. Promotion of Late-in-the-Year Transfer Students	20
5. Placement of Withdrawn Students Over the Compulsory School Age	20
6. State Policy on Transfer of Students in the Middle Grades as stated in School Board Rule	20
7. Alternative Validation Procedure	20
8. Placement from Accredited Schools in Grades 6-8	21
9. Placement from Home Education or Unaccredited Schools in Grades 6-8	21
D. Homeless Students	21
1. Initial Placement of Homeless Students	21
E. Attendance	22
SPECIAL PROGRAMS	22
F. Foreign Exchange Program	22
Home Education Students – Participation in Public Schools	23
10. Validation of Transfer Credit through Scholastic Performance 6A-1.09941, F.A.C.	24

11. Alternative Placement for Students Retained Two or More Years.....	24
G. Hospital Homebound.....	25
H. Virtual Education 1001.42 F.S.	25
1. Virtual/Online Course Graduation Requirement.....	25
2. Placement/Acceleration in Suwannee Virtual School (SVS) or other state virtual providers	26
3. SVS Guidelines for Middle and High School	26
4. Credit Recovery Labs	27
CURRICULUM AND INSTRUCTION	27
A. Course/Program Placement	27
1. Course Placement	27
2. Course Drop/Add Procedures.....	27
3. Course Prerequisites.....	27
4. Enrollment in Sequential Courses.....	28
5. Alternative Program Placement.....	28
6. Alternative Placement for Students Retained Two or More Years.....	28
7. Placement of Pregnant, Married or Parenting Students 1003.21; 1003.54, F.S.	28
8. Parent/Guardian Role with Placement Decisions	28
High School Credit	29
I.	29
1. Definition of High School Credit 1003.436 (1) (a) (b)	29
2. Credit Acceleration Program 1003.4295 F.S.	29
3. Credit System and Grade Averaging for Credit 1003.436 (2) F.S.	29
4. Credit for High School Courses taken prior to Grade 9 1003.43 (1) F.S.....	30
5. College Credit by Examination 1007.27 (7) F.S.	30
6. Volunteer and Non-Academic Activity Credit 1003.43 (1)(k) F.S.....	30
7. Community Service.....	30
B. Honors and Advanced Courses of Study.....	32
1. Honors or Advanced Course Definition	32
2. Honors or Advanced Course Placement.....	32
3. Dropping Honors or Advanced Courses.....	33
4. Enrollment in Advanced Placement Courses 1007.27 (6) F.S.	33
5. Dual Enrollment Courses 1007.271 (1) F.S., 1007.27 (4) F.S.	33
6. Prerequisites for Dual Enrollment and Early Admissions	33
7. Qualifying Placement Test Scores to Enroll in Dual Enrollment English and Math.....	35
8. Student Materials for Dual Enrollment Courses 1007.271 (13) F.S.	35
9. Student Transportation for Dual Enrollment Courses	36
10. Dual Enrollment and the Three-Year 18-Credit ACCEL Graduation Program Students.....	36

11.	Funding 1007.272 (2) F.S.	36
12.	Enrollment in College Courses for College Credit Only	36
13.	Career Dual Enrollment 1007.271 (4) F.S.	37
C.	Programs of Choice	37
1.	Career Academies	37
2.	School-to-Work Transition	38
D.	Graduation; Diplomas, Requirements, Options & Guidelines	39
1.	Graduation Programs for Students in General Education Programs 1003.4282 F.S.	39
2.	State Diploma Options	39
3.	General Educational Development (GED) Diploma	41
4.	Award of standard high school diplomas to honorably discharged veterans. —	42
5.	Standard High School Diploma Designations 1003.4285 F.S.	42
6.	Graduation Requirements for Transfer Students 1003.433 (1), 1003.4282(8) F.S.	42
7.	Military Dependent Transfer Students 1000.36 F.S.	43
8.	High School Awards and Honors	43
9.	Valedictorian and Salutatorian Awards	43
10.	Florida Bright Futures Scholarship Program	44
11.	Certificate of Completion 1003.4282 (7) (c) F.S.	44
12.	Participation in the Graduation Ceremony	45
J.	Course Substitutions and Exemptions	45
1.	Interscholastic Sport(s) in Lieu of Physical Education Requirement	45
2.	JROTC in Lieu of Physical Education/HOPE and/or the Fine and Performing or Practical Arts Requirements	46
3.	Practical Arts Courses Substitutions	46
4.	Career Education Course Substitutions	46
5.	Awarding of Credit in English and World Language for Students Transferring From Out of the Country	46
K.	Middle School Regular Program—Course Requirements 1003.4156 F.S.	47
E.	Replacement of Middle School Courses	47
1.	Credit Recovery Lab in Middle School	48
2.	Grade Forgiveness of High School Credit by Middle School Students 1003.428 (4) (d) F.S.	48
	Middle School Academic and Career Plans 1003.4156, F.S.	48
F.	High School Credit in Middle School 1003.4156 F.S., 1008.22 (3) (c)2.a. F.S.	49
G.	Middle School Credit Acceleration Program 1003.4295, F.S.	49
H.	Middle School Mid-Year Promotion	50
I.	Middle Grades Retention 1008.25 (2) (c) F.S.	50
J.	No Social Promotion/Administrative Placement 1008.25 (6) (a) F.S.	51
	Assessment, Remediation and Intensive Requirement for Secondary Students	51

<i>L.</i>	51
1. State Assessments 1003.43 (5), 1008.22 F.S.	51
2. Concordant Scores for FCAT 1003.4282 (3)(a) (3)(b), 1003.429 (6)(a), 1003.43 (5)(a)	51
3. Assessment Opportunities for Private School Students	52
4. Assessment Considerations for Dependent Children of Military Personnel 1000.36 F.S.	52
5. PSAT Assessment for all 10th Graders	52
6. Assessment Opportunities for Home Education Students/Virtual Education Students	52
7. No Assessment Exemptions Based on Attendance 1003.33 (2) F.S.	52
8. Assessment of New/Transfer Students State Rule 6A-1.09941 (F.A.C.) Revision	53
<i>K. Remediation</i>	54
1. Intensive Instruction Definition	54
2. Content of Remedial Instruction	55
3. Length of Remediation	55
4. Parent Refusal for Remediation through Progress Monitoring and a Multi-Tiered System of Supports	55
5. College Readiness 1008.30 (3) F.S., State BOE Rule 6A-10.0315	55
<i>L. Progress Monitoring 1008.25 (4) (b) 1, 2, 3 F.S.</i>	57
GRADING AND NOTIFICATION PROCEDURE	58
<i>A. Reporting Student Progress</i>	58
1. Report Cards 1003.33 F.S.	58
2. Interim Progress Reports	58
<i>B. High School Grading System</i>	58
Grading Scale 1003.437 F.S.	58
<i>C. Grade Weighting 1007.271 (16) F.S.</i>	58
1. High School Grade Calculation	59
2. Exam Exemptions 1003.33 (2) F.S.	59
<i>D. Grade Forgiveness 1003.428 (5) (e) 1 F.S.</i>	59
1. Grade Forgiveness of High School Credit by Middle School Students	59
2. Grade Forgiveness for High School Students 1003.428 (4) (d) F.S.	59
<i>E. National Collegiate Athletic Association (NCAA)</i>	60
<i>F. Parent/Student/Teacher Notifications and Public Reporting</i>	60
1. Parent Notification of Student Retention	60
2. Student and Parent Notification of Student Declaration to Withdraw from School	60
3. School Notification of Students on Community Control	60
4. Annual Reporting of Student Progress in Local Newspaper 1008.25 (8) (b) F.S.	61
5. Parent Notification of Student's Annual Progress	61
6. Parent Notification of Remediation	61
7. Parent Notification of Student Assignment to Remedial Classes in Middle School	61

EXCEPTIONAL STUDENT EDUCATION	62
A. Eligibility and Programs.....	62
B. Student Performance Goals and Objectives	62
C. Curriculum and Instruction.....	62
D. Reporting Student Progress.....	63
E. Assessment of Student Performance.....	63
1. State and District Assessment.....	64
F. Standards and Promotion Criteria.....	66
G. Graduation Requirements - Standard Diploma.....	67
H. Graduation Requirements - Special Diploma	68
I. Types of Certificates	69
ENGLISH for SPEAKERS of OTHER LANGUAGES (ESOL).....	69
A. Placement.....	69
B. Assessment, Retention and Promotion	69
1. Assessment	69
2. Retention.....	70
3. Promotion in Grade 12 1003.433 (3) F.S.	70
C. Awarding of Credit	70
APPENDIX A: Required instruction (1003.42 F.S.).....	71
APPENDIX B: High School Graduation Requirements	73
FOREWORD.....	2
ADMISSION, PLACEMENT, TRANSFERS and ATTENDANCE.....	10
A. Admission.....	10
B. Enrollment and Grade Level Placement and Promotion.....	10
1. Requirements for Information Prior to Enrollment.....	10
2. Grade Placement and Promotion within High School.....	10
3. Grade Placement for Students Enrolled in the Academically Challenging Curriculum to Enhance Learning (ACCEL) Three-Year Graduation Program.....	11
4. Placement in Adult High School Programs.....	11
5. Termination of School Placement at Age 16.....	11
6. Parent/Guardian Role with Placement Decisions.....	12
7. Placement in Intensive Reading 1003.4156 (1) (b) F.S.	12
8. Placement for Math Remediation 1003.4156 F.S.	12
9. Placement for Students with Disabilities enrolled in Exceptional Student Education (ESE).....	12
10. Placement of English Language Learners.....	12
11. Placement for Dependent Children of Military Personnel.....	13
12. Placement in Suwannee Virtual School (SVS) or Florida Virtual School (FLVS).....	14

C. Transfers and Withdrawals	15
1. Course Weightings for Transfer Students—see 6A-1.09941 State Uniform Transfer of High School Credits	15
2. State End-of-Course Assessments for Transfer Students—High School	15
3. State Assessments for Transfer Students—Middle School	15
4. Placement of Out-of-State or Out-of-Country Transfer Students in Grade 11 or Grade 12 1003.433 (1) F.S.	16
5. Promotion of Late-in-the-Year Transfer Students	16
6. Placement of Withdrawn Students Over the Compulsory School Age	16
7. State Policy on Transfer of Students in the Middle Grades as stated in School Board Rule	16
8. Alternative Validation Procedure.	16
9. Placement from Accredited Schools in Grades 6-8	17
10. Placement from Home Education or Unaccredited Schools in Grades 6-8	17
D. Homeless Students	17
1. Initial Placement of Homeless Students	17
E. Attendance	18
SPECIAL PROGRAMS	18
A. Foreign Exchange Program	18
1. Placement of Foreign Exchange Students	18
B. Home Education Student Participation in Public Schools Florida Statute	19
1. Validation of Transfer Credit through Scholastic Performance 6A-1.09941, F.A.C. 20	
2. Alternative Placement for Students Retained Two or More Years	20
C. Hospital Homebound	21
D. Virtual Education 1001.42 F.S.	21
1. Virtual Course Graduation Requirement	21
2. Placement/Acceleration in Suwannee Virtual School (SVS) or Florida Virtual School (FLVS)	22
3. SVS/FLVS Guidelines for Middle and High School	22
4. Academic Recovery Labs	22
CURRICULUM AND INSTRUCTION	23
A. Course/Program Placement	23
1. Course Placement	23
2. Course Drop/Add Procedures	23
3. Course Prerequisites	23
4. Enrollment in Sequential Courses	23
5. Alternative Program Placement	24
6. Alternative Placement for Students Retained Two or More Years	24
7. Placement of Pregnant, Married or Parenting Students 1003.21; 1003.54, F.S.	24
8. Parent/Guardian Role with Placement Decisions	24

B. High School Credit—24

1. ~~Definition of High School Credit 1003.436 (1) (a) (b) —24~~
2. ~~Credit Acceleration Program 1003.4295 F.S. —25~~
3. ~~Credit System and Grade Averaging for Credit 1003.436 (2) F.S. —25~~
4. ~~Credit for High School Courses taken prior to Grade 9 1003.43 (1) F.S. —25~~
5. ~~College Credit by Examination 1007.27 (7) F.S. —26~~
6. ~~Volunteer and Non-Academic Activity Credit 1003.43 (1)(k) F.S. —26~~
7. ~~Community Service —26~~
8. ~~Validation of Transfer Credit through Scholastic Performance 6A-1.09941, F.A.C. 26~~
9. ~~Exclusions from Earning Credit 1003.43 (7) (a) (b) (c) (d) F.S. —27~~

C. Honors and Advanced Courses of Study —28

1. ~~Honors or Advanced Course Definition —28~~
2. ~~Honors or Advanced Course Placement —28~~
3. ~~Dropping Honors or Advanced Courses —28~~
4. ~~Enrollment in Advanced Placement Courses 1007.27 (6) F.S. —29~~
5. ~~Dual Enrollment Courses 1007.271 (1) F.S., 1007.27 (4) F.S. —29~~
6. ~~Prerequisites for Dual Enrollment and Early Admissions —29~~
7. ~~Qualifying Placement Test Scores to Enroll in Dual Enrollment English and Math 29~~
8. ~~Student Materials for Dual Enrollment Courses 1007.271 (13) F.S. —30~~
9. ~~Student Transportation for Dual Enrollment Courses —30~~
10. ~~Dual Enrollment and the Three Year 18-Credit ACCEL Graduation Program Students —30~~
11. ~~Funding 1007.272 (2) F.S. —30~~
12. ~~Enrollment in College Courses for College Credit Only —31~~
13. ~~Enrollment in Tech-Prep Courses —31~~
14. ~~Career Dual Enrollment 1007.271 (4) F.S. —31~~

D. Programs of Choice—31

1. ~~Career Academies —32~~
2. ~~School-to-Work Transition —33~~

E. Graduation: Diplomas, Requirements, Options & Guidelines —33

1. ~~Graduation Programs for Students in General Education Programs 1003.428 F.S. 33~~
2. ~~State Diploma Options —34~~
3. ~~General Educational Development (GED) Diploma —36~~
4. ~~Adult Student High School Diploma 1003.43 (6) .S. —36~~

F. Additional High School Completion Information—36

1. ~~Standard High School Diploma Designations 1003.4285 F.S. —37~~
2. ~~Graduation Requirements for Transfer Students 1003.433 (1) F.S., 1003.4282(8) F.S. —37~~
3. ~~Military Dependent Transfer Students 1000.36 F.S. —37~~

4. High School Awards and Honors	37
5. Valedictorian and Salutatorian Awards	38
6. Florida Bright Futures Scholarship Program	38
7. Certificates of Completion 1003.43 (10) (b) F.S.	38
8. Standard Certificate of Completion 1003.428 (7) (b) F.S.	39
9. Common Placement Test Eligible (CPTe) Certificate of Completion	39
10. Participation in the Graduation Ceremony	39
G. Course Substitutions and Exemptions	39
1. Interscholastic Sport(s) in Lieu of Physical Education Requirement	39
2. JROTC in Lieu of Physical Education/HOPE and/or the Fine and Performing or Practical Arts Requirements	40
3. Practical Arts Courses Substitutions	40
4. Career Education Course Substitutions	40
5. Awarding of Credit in English and World Language for Students Transferring From Out of the Country	40
H. Replacement of Middle School Courses	41
1. Learning Lab for Academic Recovery in Middle School	41
I. Middle School Academic and Career Plans 1003.4156, F.S.	41
J. High School Credit in Middle School 1003.4156 F.S., 1008.22 (3) (c) 2.a. F.S.	42
K. Middle School Credit Acceleration Program 1003.4295, F.S.	42
A. Grade Forgiveness of High School Credit by Middle School Students 1003.428 (4) (d) F.S.	42
B. Middle School Regular Program—Course Requirements 1003.4156 F.S.	42
C. Middle School Mid-Year Promotion	43
D. Middle Grades Retention 1008.25 (2) (b) F.S.	43
No Social Promotion/Administrative Placement 1008.25 (6) (a) F.S.	44
H. Assessment, Remediation and Intensive Requirement	44
1. Assessment Opportunities for Private School Students	44
2. Assessment Considerations for Dependent Children of Military Personnel 1000.36 F.S.	44
3. Workforce Preparation Assessment 1006.02 (4) F.S.	44
4. PSAT Assessment for all 10th Graders	44
5. Assessment Opportunities for Home Education Students/Virtual Education Students	45
6. Assessment Opportunities for Private School Students	45
7. No Assessment Exemptions Based on Attendance 1003.33 (2) F.S.	45
8. Assessment of New/Transfer Students State Rule 6A-1.09941 (F.A.C.) Revision	45
9. State Assessments 1003.43 (5), 1008.22 F.S.	45
10. Concordant Scores for FCAT 1003.428 (4)(b) (4)(c), 1003.429 (6)(a), 1003.43 (5)(a)	46
Remediation	47
1. Intensive Instruction Definition	47

2. Content of Remedial Instruction	47
3. Length of Remediation	47
4. Parent Refusal for Remediation through Progress Monitoring and a Multi-Tiered System of Supports	47
5. College Readiness 1008.30 (3) F.S., State BOE Rule 6A-10.031548	
6. Duration of Remediation	49
C. Progress Monitoring 1008.25 (4) (b) 1, 2, 3 F.S.	49
IV. GRADING AND NOTIFICATION PROCEDURE	50
A. Reporting Student Progress	50
1. Report Cards 1003.33 F.S.	50
2. Interim Progress Reports	50
B. High School Grading System	50
1. Grading Scale 1003.437 F.S.	50
C. Grade Weighting 1007.271 (16) F.S.	51
1. High School Grade Calculation	51
2. Exam Exemptions 1003.33 (2) F.S.	51
D. Grade Forgiveness 1003.428 (5) (e) 1 F.S.	51
1. Grade Forgiveness of High School Credit by Middle School Students	51
2. Grade Forgiveness for High School Students 1003.428 (4) (d) F.S.	51
E. National Collegiate Athletic Association (NCAA)	52
F. Parent/Student/Teacher Notifications and Public Reporting 1003.429 (3) F.S.	52
1. Parent Notification of Student Retention	52
2. Student and Parent Notification of Student Declaration to Withdraw from School	52
3. School Notification of Students on Community Control	53
4. Annual Reporting of Student Progress in Local Newspaper 1008.25 (8) (b) F.S.	53
5. Parent Notification of Student's Annual Progress	53
6. Parent Notification of Student Retention	53
7. Parent Notification of Remediation	53
8. Parent Notification of Student Assignment to Remedial Classes in Middle School	53
V. EXCEPTIONAL STUDENT EDUCATION	54
A. General Procedures for Student Progression Decisions for Exceptional Student Education	54
B. Student Performance Goals and Objectives	54
C. Assessment of Student Performance	54
1. State and District Assessment	54
a. Alternate Assessment Guidelines	56
A. Standards and Promotion Criteria	57
B. Report of Student Progress	57

1. Class/Course Reports	57
2. IEP Goals and Objective Progress and Reports	57
C. Graduation Requirements Standard Diploma	57
D. Graduation Requirements Special Diploma	58
E. Types of Certificates	60
1. Certificate of Completion	60
2. Special Certificate of Completion	60
VI. ENGLISH for SPEAKERS of OTHER LANGUAGES (ESOL)	60
A. Placement	60
B. Assessment, Retention and Promotion	60
1. Assessment	60
2. Retention	60
3. Promotion in Grade 12 1003.433 (3) F.S.	61
C. Awarding of Credit	61
APPENDIX A: Required instruction (1003.42 F.S.)	62
APPENDIX B: High School Graduation Requirements	65

SECONDARY STUDENT PROGRESSION PLAN

ADMISSION, PLACEMENT, TRANSFERS and ATTENDANCE

A. Admission

Admission Requirements

For information about admission requirements for Suwannee County School District (SCSD), please visit the District website: www.suwannee.k12.fl.us

The enrollment packets are located on the home page of the website, and it can also be found at all school locations.

<http://suwannee.schooldesk.net/Portals/Suwannee/District/docs/EnrollmentPacket/SCS81314EnrollmentPacket042013.pdf>

B. Enrollment and Grade Level Placement and Promotion

Consistent with state statute [1012.28 (5) F.S.], the Superintendent has designated the principal of the school as the final authority in the placement of students in programs or classes.

1. Requirements for Information Prior to Enrollment

Each student, at the time of initial registration for school placement, must note previous school expulsions, arrests resulting in a charge, arrests pending, and juvenile justice actions the student has had. Schools have the authority to honor the final order of expulsion or dismissal of a student by any in-state or out-of-state public district school board, private school or lab school, for an act which would have been grounds for expulsion according to the SCSD Code of Student Conduct, according to the following procedures:

- A final order of expulsion shall be recorded in the records of the receiving school.*
- The expelled student applying for admission to the receiving school shall be advised of the final order of expulsion.*
- The superintendent or designee may recommend to the School Board that the final order of expulsion be waived and the student be admitted to the school district, or that the final order of expulsion be honored and the student not be admitted to the school district. If the student is admitted by the School Board, with or without the recommendation of the district school superintendent, the student may be placed in an appropriate educational program at the direction of the School Board.*

2. Grade Placement and Promotion within High School

The customized learning path is unique to each student's learning path is evaluated and is based on his/her academic and career needs.

Students shall be considered freshmen, sophomores, juniors, seniors and fifth year seniors based on the credits listed below:

- A student shall be classified as a sophomore with a minimum of 5 credits.
- A student shall be classified as a junior with a minimum of 11 credits.
- A student shall be classified as a senior with a minimum of 17 credits.
- Students in regular education programs not reaching graduation status in four years may have the option, at the discretion of the principal, of returning as a fifth year senior, provided that he/she meets the following criteria:
 - State required assessments have been met
 - Student does not have significant attendance or behavioral issues
 - Attendance as a fifth year senior will be for the duration needed to complete graduation requirements only and shall not be afforded senior privileges
 - Shall be awarded his/her diploma upon completion of graduation requirements
 - Instruction will be provided through the district's virtual instruction plan online in a lab setting
- High schools may promote retained students from grade 9 to grade 10, grade 10 to grade 11, or grade 11 to grade 12 at the end of the first semester upon documentation of the awarding of required make-up credits.
- A junior who is enrolled in a 24 credit diploma program shall be moved to senior status at the end of first semester if enrolled in the necessary coursework to graduate in the spring.

Consistent with school board rules and in accordance with state statute (1012.28 (5) F.S.), the Superintendent has designated the principal of the school as the final authority in the placement of students in programs or classes.

3. Grade Placement for Students Enrolled in the Academically Challenging Curriculum to Enhance Learning (ACCEL) Three-Year Graduation Program

Students enrolled in the three-year ACCEL 18-credit diploma program shall be considered freshmen, sophomores, and juniors according to the same criteria that apply to students seeking a four-year diploma. Students in the 18 credit ACCEL diploma program, who have 17 or more credits at mid-year of their third year of high school, shall move to senior status, ~~with all senior rights and privileges.~~

4. Placement in Adult High School Programs

Adult high school (adult education) programs are to be used primarily for students who have exited a traditional high school program. Upon written approval of a high school principal, students may attend an adult high school for credit recovery. In such cases, students shall be allowed, at the principal's discretion, to be enrolled in both a high school and an adult high school in order to remain in the cohort group that started kindergarten together.

Students who have met all requirements for the standard high school diploma except for passage of the grade 10 FCAT, required State End of Course Assessments (EOCs) or Florida Standards Assessment (FSA), or an alternative assessment, by the end of grade 12 may participate in an adult general program for such time as the student requires to master English, reading, mathematics or any other subject required for high school graduation. Students attending adult basic, adult secondary or vocational-preparatory instruction are exempt from any requirements for the payment of tuition and fees, including lab fees. A student attending an adult general education program shall have the opportunity to take the grade 10 FCAT, required State End of Course Assessments (EOCs) or Florida Standards Assessment (FSA) whenever offered by the state in order to receive a high school diploma.

5. Termination of School Placement at Age 16

A student who attains the age of 16 years during the school year is not subject to compulsory school attendance beyond the date upon which he or she attains that age if the student files a formal declaration of intent to terminate school enrollment with the district School Board. The declaration must acknowledge that terminating school enrollment is likely to reduce the student's earning potential and must be signed by the student and the student's parent. The following steps must also be taken:

- The school shall notify the student's parent of receipt of the student's declaration of intent to terminate school enrollment.
- The student's guidance counselor or other school personnel shall conduct an exit interview with the student to determine the reasons for the student's decision to terminate school enrollment and actions that could be taken to keep the student in school.
- The student shall be informed of opportunities to continue his or her education in a different environment, including, but not limited to, adult education and GED test preparation.
- The student shall complete a survey to provide data on student reasons for terminating enrollment and actions taken by schools to keep students enrolled.

6. Parent/Guardian Role with Placement Decisions

State law provides the authority for placement of students with the school district. Placement is based on professional educators' evaluations of how well the student is meeting the levels of performance for student progression. Such evaluations take into account whether or not the student has the knowledge and skills to move on successfully to the more difficult work of the next grade or course. Parents may discuss a placement with school officials and ask for an explanation of the placement, and they may review the evidence the school used to make the placement.

7. Placement in Intensive Reading 1003.4156 (1) (b) F.S.

~~For each year in which a student scores at Level 1 on FCAT 2.0 Reading below grade level on the state reading assessment, the following year the student must may be enrolled in an Intensive Reading course the following year. Placement of Level 2 readers in either an intensive reading course or a content area course in which reading strategies are delivered. The determination shall be determined made by diagnosis of reading need by the student's teachers and school personnel considering previous state reading performance. s. A one-year good cause exemption from the reading remediation requirement is available for middle and high school students who score at Level 1 or Level 2 on the FCAT 2.0 Reading, but who did not score below Level 3 in the previous three years. The student must have an approved Academic Improvement Plan in place. Intensive Reading courses shall be designed and offered pursuant to the District's Comprehensive Reading Plan (CRP). Please refer to <http://www.suwannee.k12.fl.us>~~

8. Placement for Math Remediation 1003.4156 F.S.

~~For each year in which a student scores at Level 1 or Level 2 on FCAT 2.0 below grade level on the state mathematics assessment, the student may be required to take a mathematics remediation courses the following year. The determination shall be made by diagnosis of math skills need by the student's teachers and school personnel considering previous state math assessment performance. These courses may be taught through applied, integrated, or combined courses or through online instruction. Remediation may also be provided within the student's regularly scheduled math class.~~

9. Placement for Students with Disabilities enrolled in Exceptional Student Education (ESE)

~~ESE students~~ Students with disabilities shall be placed in appropriate courses as dictated by their Individual Education Plan (IEP). Specially designed instruction will be provided by a teacher certified in ESE ~~ESE teacher or~~ other service provider in the Least Restrictive Environment (LRE) as determined by the IEP team. In most cases, this will be in the regular education classroom with their non-disabled peers but some students with disabilities ~~ESE students~~ may require instruction in a separate environment for some portion of the day.

10. Placement of English Language Learners

English Language Learners (ELLs) shall be placed in appropriate courses designed to provide ESOL instruction in English and the basic subject areas of mathematics, science, social studies and computer literacy.

The ELL Committee, which is composed of the principal or designee, an ESOL/language arts teacher, the school counselor, and any other instructional personnel responsible for the instruction of English Language Learners, shall make recommendations concerning the appropriate placement, promotion and retention of English Language Learners. A parent or guardian of any students being reviewed shall be invited to participate in the meetings.

Criteria to be utilized in making appropriate placement decisions include:

- academic performance and progress of a student based on formal and/or alternative assessments in English and/or the student's native language,
- progress, attendance and retention reports, and
- number of years the student has been enrolled in the ESOL Program.

The Suwannee County School District ESOL Plan may be accessed under English for Speakers of Other Languages (ESOL) at: <http://suwannee.schooldesk.net/Departments/FederalPrograms/TitleIIIESOL/tabid/14932/Default.aspx>

11. Placement for Dependent Children of Military Personnel

~~On June 24, 2003, the Suwannee County School Board gave approval to increase the tuition for foreign exchange students attending district schools from \$5,200 to \$6,000 effective with the 2003-04 Application of Interstate Compact on Educational Opportunity for Military Children~~

This section is provided to remove barriers to educational success imposed on children of military families because of frequent moves and deployment of their parents. This section is applicable to the children of members of the uniformed services who:

- are active-duty, including members of the National Guard and Reserve on active-duty orders,
- are severely injured and medically discharged or retired -for a period of one year
- die on active duty or as a result of injuries sustained on active duty - for a period of one year after death.

This section does not apply to the children of:

- inactive members of the National Guard and military reserves
- members of the uniformed services now retired (except as stated)
- veterans of uniformed services (except as stated)
- other United States Department of Defense personnel and other federal agency civilian and contract employees not defined as active-duty members of the uniformed services.

This section provides that students who meet the above conditions are assured the following:

- If an entering student's parents cannot produce an official set of educational records for enrollment, the student shall enroll and be appropriately placed based on the information in unofficial records pending validation of the official records as soon as possible.
- A student who is transferring shall be provided a set of unofficial records in order to enroll under the provisions of this policy by the receiving educational agency.
- Students who transfer during the school year shall be placed in courses and/or programs based on the student's enrollment in the sending state school or educational assessments conducted at the school in the sending state, if the courses are offered. The school in the receiving state is not precluded from performing subsequent evaluations to ensure appropriate placement and continued enrollment of the student in the courses and or programs. Such programs include, but are not limited to: Gifted and talented programs and English as a second language.

12. Placement in Virtual Education - Suwannee Virtual School (SVS) or Florida Virtual School (FLVS)-Other State Approved Virtual Providers

Section 1003.498, F.S., establishes virtual school as an educational choice and an acceleration option for students. SVS is the provider of first choice for virtual instruction; however, for situations in which SVS cannot fulfill the need, students may qualify to access the services of FLVS other state approved virtual providers. Students with limited or no access to a specific course are given priority for enrollment. SVS/FLVS Virtual Education may be appropriate for students with medical or behavior issues that may limit success in the traditional classroom, students who need single subject acceleration, or for students needing a more flexible schedule due to training or other extra-curricular endeavors. Parents should confer with the counselor to determine whether the course selected is appropriate for the student based on the student's academic history.

District students must meet at least one of the eligibility requirements designated in section 1002.455, F.S. to take these courses. These requirements include:

- The student spent the prior year in a Florida public school and was reported for funding in the October and February full-time equivalent (FEFP) surveys.
- The student is a military dependent who moved to Florida within the last 12 months.
- The student was enrolled in district virtual instruction programs or Florida Virtual School's full-time public school program the previous year.
- The student has a sibling who is currently enrolled in a virtual instruction program and was also enrolled at the end of the previous year.
- The student is eligible to enter kindergarten or first grade.

Eligible students may enroll in a virtual course offered by any other school district in the state if the student does not have access to the course in Suwannee County School District, pursuant to Section 1003.498, F.S.

When these students seek to enroll in an online course offered by another district, both districts should be involved in the enrollment process and acknowledge the requirements related to eligibility and funding before the student is allowed to enroll in the course.

Virtual eEnrollment guidance is available from the SVS Curriculum Coordinator 386-647-4623.

For information on students taking middle school courses through SVS/FLVS, virtual education see—Acceleration. Principals and school counselors will determine if placement in a SVS/FLVS virtual course is appropriate academically for the student based on course prerequisites, the student's academic history, age and appropriateness of the course for students. Students with disabilities will participate in an IEP review at their home school prior to full-time virtual school enrollment. Students with disabilities that participate in virtual courses on a part-time basis will be serviced by their school of enrollment.

Enrollment in virtual school must be approved by the student's school counselor prior to the start of a new semester. Students that are unsuccessful in a virtual course will not be approved for another virtual course until the next school year.

Schools may not deny placement in a SVS/FLVS virtual course offered even if the school offers the same course. However, once a semester has begun and the regular drop period has passed a student may not withdraw from a school course to enroll in the same course online. Students may not simultaneously be placed in the same course concurrently at a district school and at SVS/FLVS virtual. Schools shall make every effort for a student to access SVS/FLVS virtual coursework on site before, during or after the school day for a student when the student's school counselor indicates placement in an SVS/FLVS virtual course is appropriate.

Additional information is available in the Florida Public Virtual Schools Question and Answers, available at the FDOE Virtual Instruction webpage <http://www.fldoe.org/Schools/virtual-schools>. In addition, Suwannee County School District Virtual School information is available at <http://www.suwannee.k12.fl.us>.

C. Transfers and Withdrawals

Students transferring into the district once the school year has begun may be assessed in reading and math to determine reading proficiency and to ensure proper course and remedial instruction placement, if prior academic and assessment records are not transferred with the student. Students will be placed into middle or high school courses based on mastery of standards.

13.1. Course Weightings for Transfer Students - see 6A-1.09941 State Uniform Transfer of High School Credits

Students transferring credits into Suwannee County School District will be subject to the current course credit non-weighted grade scale approved by the Suwannee County School Board and in alignment with Florida DOE course code directory.

If a letter grade is assigned, that grade is entered in our system, even if the grading scale from which the student transferred is not equivalent to Suwannee County School District's grading scale. If only a numerical grade is provided and no grading scale is provided, our scale is applied to the student record.

When in-progress course grades are transferred, numerical grades will be entered if available. If only letter grades are available, the highest numerical grade on the Suwannee County School District's grading scale associated with the letter grade will be used.

14.2. State End-of-Course Assessments for Transfer Students – High School

See Assessments of New Students

15. State Assessments for Transfer Students – Middle School

If a student transfers into a Florida middle school from out of country, out of state, a private school, or a home school, and that student's transcript shows credit received in Algebra I or an equivalent course, the decision as to whether the student must take Florida's EOC assessment in Algebra I shall be made by the school principal as follows:

- A transfer student with high school credit in Algebra I will not take Florida's Algebra I End-of-course (EOC) Assessment if the student passed a statewide, standardized EOC assessment in that course, if administered by the transferring school; achieved a passing score on the high school statewide assessment in mathematics required by the state from which the student transferred for purposes of satisfying the Elementary and Secondary Education Act, or if the student achieves an equivalent score on another assessment as identified pursuant to s. 1008.22(11).
- A transfer student will take Florida's EOC assessment in Algebra I under all other circumstances and must pass the EOC assessment in order to qualify for a standard high school diploma.

16.3. Placement of Out-of-State or Out-of-Country Transfer Students in Grade 11 or Grade 12 1003.433 (1) F.S.

Transfer students who enter a Florida public school at the eleventh or twelfth grade from out of state or from a foreign country shall not be required to spend additional time in a Florida public school in order to meet the high school course requirements if the student has met all the requirements of the school district, state or country from

which he or she is transferring. Such students who are not proficient in English shall receive immediate and intensive instruction in English language acquisition. However, to receive a standard high school diploma, a transfer student must earn a 2.0 grade point average and pass the grade 10 Reading and Math FCAT/alternative assessment state assessments in reading and mathematics required for graduation. For graduation requirements for transfer students, see: Graduation Requirements.

17.4. Promotion of Late-in-the-Year Transfer Students

The promotion of students transferring into Suwannee County during the last grading period shall be determined primarily by the grades and records received from the sending school.

18.5. Placement of Withdrawn Students Over the Compulsory School Age

A student who withdraws from a regular school program with seventeen (17) or more credits may have the option of either entering the credit earning program or the GED preparatory program.

- A student who withdraws from a regular high school program with fewer than seventeen (17) credits shall enter the GED preparatory program.
- If the student is under the age of eighteen, he/she may be granted an age waiver after a minimum of thirty (30) days in the preparatory program and successful completion of all age waiver requirements.

19.6. State Policy on Transfer of Students in the Middle Grades as stated in School Board Rule

The purpose of this rule is to establish uniform procedures relating to the acceptance of transfer work and courses for students entering Florida's public schools composed of middle grades 6, 7, and 8 from out of state or out of country.

- Grades earned and offered for acceptance shall be based on official transcripts and shall be accepted at face value subject to validation if required by the receiving school's accreditation.
- If validation of the official transcript is deemed necessary, or if the student does not possess an official transcript or is a home education student, successful completion of courses shall be validated through performance during the first grading period.
- Validation of courses shall be based on performance in classes at the receiving school.
- A student transferring into a school shall be placed at the appropriate sequential course level and should be passing each required course at the end of the first grading period.
- Students who do not meet this requirement shall have courses validated using the Alternative Validation Procedure.

20.7. Alternative Validation Procedure.

If validation based on performance as described above is not satisfactory, then any one of the following alternatives identified in the district student progression plan shall be used for validation purposes as determined by the teacher, principal, and parent:

- (a) Portfolio evaluation by the superintendent or designee;
- (b) Demonstrated performance in courses taken at other public or private accredited schools;
- (c) Demonstrated proficiencies on nationally-normed standardized subject area assessments;
- (d) Demonstrated proficiencies on the FCAT 2.0 or Florida Standards Assessment (FSA); or
- (e) Written review of the criteria utilized for a given subject provided by the former school.

Students must be provided at least ninety (90) days from date of transfer to prepare for assessments. Specific Authority 1003.4156(3), 1003.25(3) FS. Law Implemented 1003.25(3) FS. History—New 10-20-08.

21.8. Placement from Accredited Schools in Grades 6-8

Students enrolling in grades 6-8 from an accredited public, private or charter school shall be placed in a grade consistent with the recommendation of the sending school and the support information provided that documents student progress and mastery of standards.

22.9. Placement from Home Education or Unaccredited Schools in Grades 6-8

Students seeking initial placement in grades 6-8 from a home education program or an unaccredited charter, public or private school shall be evaluated by the school counselor leadership team to determine the most appropriate grade level placement. Criteria to be considered shall include age and maturity, standardized achievement test results, state assessment results, progress as it relates to the standards and benchmarks, previous records from public or private schools and evidence from the student's portfolio of work and achievement while in home education.

In no instance shall the placement be automatic, based solely on the recommendation of the unaccredited public or private school, home educator, or age. The placement decision is subject to review and revision after school personnel have had the opportunity to observe the student's work. Should there be reasonable suspicion of a student's grades, initial assessments may be required to determine grade placement.

D. Homeless Students

1. Initial Placement of Homeless Students

A homeless student is defined as a child or youth who:

- shares the housing of other persons due to loss of housing, economic hardship, or a similar reason,*
- lives in motels, travel trailer parks, or camping grounds due to the lack of alternative adequate accommodations, or emergency or transitional shelters,*
- is abandoned in hospitals or awaiting foster care placement, or*
- lives in cars, parks, public spaces, abandoned buildings, bus or train stations, or similar settings.*

The Suwannee County School District adheres to the McKinney-Vento Homeless Education Assistance Improvements Act of 2001. Homeless students shall be permitted to enroll in the Suwannee County Public Schools. They shall not be placed in a separate school or program within a school based on their homeless status, and shall be provided services comparable to those offered to other students enrolled in the school.

It is the responsibility of the enrolling school to contact immediately the school last attended by the homeless student to obtain relevant records. If the student needs to obtain immunization records, the enrolling school shall refer the student immediately to the school nurse for assistance. A homeless student shall be permitted to enroll immediately, even if the student is unable to produce records normally required for enrollment. This includes, but is not limited to, records such as previous academic records, medical and immunization records, and proof of residency.

Homeless children must have access to a free public education and must be admitted to school in the school district in which they or their families live. A homeless child shall be granted a temporary exemption from entrance requirements for 30 school days.

A "certified homeless youth" is a minor who is homeless, including an unaccompanied youth, who has been certified as homeless or unaccompanied by:

- a school district homeless liaison,
- the director of an emergency shelter program funded by the US Department of Housing and Urban Development, or
- the director of a runaway or homeless youth basic center or transitional living program funded by the U.S. Department of Health and Human Services. (382.022 F.S.)

A certified homeless youth has additional rights to certified copies of the birth certificate (382.0255 F.S.), and to have the disabilities of non-age removed if the student is 16 years of age or older (743.015 F.S.).

E. Attendance

For specific information about attendance please see the Student Code of Conduct on the District website:
<http://suwannee.schooldesk.net/Departments/ExceptionalEducationStudentServices/tabid/7273/Default.aspx>

<http://suwannee.schooldesk.net/Portals/Suwannee/District/docs/Student%20Services/Student%20Conduct%20and%20Discipline%20Code%202013-14.pdf>

SPECIAL PROGRAMS

F. Foreign Exchange Program

A. Foreign Exchange Program

1. Placement of Foreign Exchange Students

The following guidelines have been established for foreign exchange students:

- All foreign exchange students shall be assigned to grade 11 and must complete a Home Language Survey.
- No foreign exchange students shall receive a Suwannee County high school diploma nor participate in the graduation ceremony.
- Specific courses shall be provided to foreign exchange students on a space available basis.
- It is recommended that foreign exchange students take U.S. History and English classes.
- Foreign exchange students may be eligible to participate in sports and activities provided they meet Florida High School Athletic Association (FHSA) or a sponsoring organization's rules and regulations.
- Foreign exchange students are subject to all school and district rules and regulations.
- Host parents must accept all responsibilities for foreign exchange students including, but not limited to, conferences with school staff.
- High schools may limit the number of foreign exchange students they admit based on class size and/or total student enrollment.
- Foreign exchange students must be fluent in English prior to enrollment; therefore they should not be tested for qualification of ESOL service.
- Tuition may be charged for the enrollment of foreign exchange students. Contact the Director for Student Services for details.

- Foreign students who have received a high school diploma, or its equivalent, in their home country are not eligible to be foreign exchange students.
- Foreign exchange students shall not be credit earning students and are admitted as cultural experience students only.

Home Education Student Participation in Public Schools Florida Statute

— Home Education Students – Participation in Public Schools

~~1006.15 F.S., 1002.41 F.S.~~

1002.41 defines home education programs. For more information, visit FLDOE Office of Independent and Parental Choice Website at http://www.floridaschoolchoice.org./information/home_education/.

To register for home education, contact the office of Home Education in the Suwannee County School District by Phone or at:

<http://suwannee.schooldesk.net/Departments/CurriculumInstructionAssessment/HomeSchoolInformation/tabid/14925/Default.aspx>.

Registered home school students may enroll and participate in district course offerings up to, but not more than .5 FTE. Course requests may be made for courses for which vacancy exists. The school principal retains all rights to course assignment based on availability related to class-size reduction and other program enrollment caps. Fulltime public school students will be given priority for course placement. Part-time enrollment is not available for private school students.

Course assignments for home school students will take place after the principal has determined that other fulltime public school students have had their course requests met.

Home school students may register and enroll as a part-time student at the beginning of a semester and not after the drop/add period as specified under the DROP/ADD procedures section.

Shall a home education student become non-compliant and ordered back to fulltime public school, after a drop/add period, the school may enroll the student in an academic credit recovery alternative program for the duration of the semester in which they enter.

Should a part-time home school student wish to enroll fulltime in the public school program, grade placement will be determined by a portfolio evaluation of the school administration following guidelines listed below. n. Please see ~~Validation of Transfer Credit through Scholastic Performance~~ 6A-1.09941, F.A.C. for further information.

Home school students taking part-time courses in a public school must complete and satisfy all admission and compliance paperwork. Students must comply with all district disciplinary and attendance policies.

Schools reserve the right to drop home school students from enrollment should the student become non-compliant with district disciplinary and attendance policies. In addition, should the student earn less than a grade of "C" for the 9 week period a school may withdraw the home school student from participation in that course.

Students in home education programs may participate in public school interscholastic extracurricular activities. However, public schools are under no obligation to provide home education students access to classes, programs, services, or other educational opportunities.

1.10. Validation of Transfer Credit through Scholastic Performance 6A-1.09941, F.A.C.

If a student wishes to transfer credit from a non-accredited traditional or virtual/online school, a private school or home school, the process is as follows:

- (1) The student shall be placed at the appropriate, sequential course level. Performance at a minimum of 2.0 after the first half of a grading period in the course will validate the student's prior performance in that subject area.
- (2) Students who do not meet the 2.0 or who choose not to continue to the next sequential level in a particular subject area may validate credit using one of the alternative validation procedures that follow as determined by consensus of the teacher, principal or designee, and parent.

Portfolio Validation: The school shall convene a review committee which may consist of the assistant principal with curriculum responsibilities; the guidance counselor; the principal or designee; the student and, if requested by the school, the district curriculum specialist(s) in the particular content area(s). The student shall present a work portfolio. In it will be demonstrations of standards, content mastery, test scores, products and/or projects. The review committee shall interview the student, discuss accomplishment of course outcomes and review mastery exhibits. The committee shall then do one of two things:

- (1) award the credit and verify the grade based on the interview and review of the portfolio, or
- (2) require that the student demonstrate mastery on an end-of-course assessment used at the school or published commercially. If a student takes and demonstrates mastery on an end-of-course assessment, credit shall be awarded. If a student does not demonstrate mastery, credit shall be withheld
- (3) written review of the criteria utilized for a given subject provided by the former school

Demonstrated Proficiency Validation

- (1) nationally-normed standardized subject area assessment(s), or
- (2) FCAT-2.0 state assessment proficiency at or above Level 3 in the corresponding subject area
- (3) Students must be provided at least 90 days from the date of transfer to prepare for either nationally-normed standardized subject area assessments or the FCAT-2.0 state assessments.

This process does not eliminate the EOC assessment requirement for courses with a state EOC. (See Assessment for new/transfer students.)

Florida Statute 1002.41 defines home education programs. For more information, visit FLDOE Office of Independent and Parental Choice Website at http://www.floridaschoolchoice.org/information/home_education/.

To register for home education, contact the office of Home Education in The Suwannee County School Board District by phone or at

<http://suwannee.schooldesk.net/Departments/CurriculumInstruction/Assessment/HomeSchoolInformation/tabid/14925/Default.aspx>

2.11. Alternative Placement for Students Retained Two or More Years

An alternative placement shall be offered for a student who has been retained two or more years. The alternative placement shall provide the student with intensive, differentiated instruction designed to remediate the student's academic deficiencies and shall include opportunities for the student to be placed in small group instructional settings. The alternative placement shall, under most circumstances, be at the student's home zoned school but may involve placement at a district-designated site. The alternative placement may not be a placement in a regular program at a higher grade. The instructional process may be facilitated through online instruction.

C.G. Hospital Homebound

A homebound or hospitalized student is a student who has a medically diagnosed injury, a chronic physical/psychiatric condition, or has repeated intermittent illness due to a persisting medical problem. The condition, illness or medical problem confines the student to home or hospital and restricts activities for an extended period. A physician licensed in the state of Florida makes the medical diagnosis. "A physician licensed in the state of Florida" as used in this rule, is one who is qualified to assess the student's physical or mental condition. Students are dismissed from the program when the physician recommends that the student no longer requires participation in the program and is ready to return to school.

The minimum evaluation for determining eligibility is an annual medical statement, from a physician licensed in the state of Florida, including a description of the disabling condition or diagnosis with any medical implications for instruction. The report must state that the student is unable to attend school and gives an estimated duration of condition or prognosis. Students are eligible for services from their third birthday until they graduate (receive a standard diploma or G.E.D.) or until their 22nd birthday. An Individual Education Plan (IEP) shall be developed or revised prior to assignment to the homebound or hospitalized program placement.

Hospital/homebound students are eligible for the FCAT/FSA/FAA waiver only if they have been found eligible for special education services through an eligible disability program in addition to hospital/homebound.

For additional information on the SCSD hospital homebound program, please contact the Office of Student Services at (386) 647-4630.

D.H. Virtual Education 1001.42 F.S.

1. Virtual/Online Course Graduation Requirement

At least one eligible course of the required 24 graduation credits must be completed through online learning beginning with the 2011-2012 ninth grade cohort group. Suwannee County has partnered with online providers throughout the state to ensure that students are able to meet this requirement.

Online driver's education courses completed after July 1st, 2013 will not meet the online course requirement for graduation purposes.

Suwannee Virtual School (SVS) is the provider of first choice for virtual instruction; however in situations in which SVS cannot fulfill the need, students may qualify to access the services of Florida Virtual School (FLVS) or other state virtual education providers.

NCAA division I and II prospective student athletes should consult NCAA initial eligibility requirements regarding virtual courses.

House Bill 7063 (2012) revised statutes related to virtual instruction programs to provide student and parental rights relative to the eligibility of Virtual School full-time students to participate in interscholastic extracurricular activities at certain public schools. Information on these changes is presented in the Florida Public Virtual Schools Question and Answers, available at the FDOE Virtual Instruction webpage <http://www.fldoe.org/Schools/virtualschools>.

Full-time Virtual School students must follow the same guidelines relative to GPA, FHSAA guidelines, and "try-out" procedures instituted at the schools.

2. Placement/Acceleration in Suwannee Virtual School (SVS) or ~~Florida Virtual School (FLVS)~~ other state virtual providers

As stipulated by the Florida K-20 Education Code (s.1002.20), parents have the right to choose educational options such as Suwannee Virtual School (SVS) or ~~Florida Virtual School (FLVS)~~ other state virtual providers for their children. A student's full-time school may not deny access to virtual courses offered by SVS or FLVS other state virtual providers assuming that the desired online course(s) is an appropriate course placement based on the student's academic history, grade level, and age. The principal shall be the final approver of virtual school coursework taken outside of the regular school day. See Validation of Transfer Credit for more information.

The School Board shall provide students with access to enroll in courses available through the SVS/FLVS and shall award credit for successful completion of such courses. Access shall be available to students during or after the normal school day and ~~for FLVS throughout the summer~~. Students wishing to take courses from SVS/FLVS must work closely with their guidance counselors to ensure that courses fit in their Customized Learning Path (CLP) learning path. ~~Virtual School is not an option for a school change after school starts.~~ Schools shall make every effort for a student to access SVS/FLVS coursework on site for a student whose CLP indicates that placement in an SVS/FLVS course during the school day is appropriate.

In determining if a virtual course is appropriate for a student, a set of guidelines have been put into place to help counselors monitor success and keep students from getting overwhelmed in the online coursework. These guidelines are:

- The first time a student enrolls in a virtual course, only one course can be approved. (Part-time virtual)
- In order to be approved for a second online course, the student must have successfully completed their first course online.
- No more than 2 virtual courses can be approved for summer completion.
- If a student is unsuccessful in a virtual course, they must wait until the next school year to be approved for a virtual course again.

Students enrolled in a SVS/FLVS course which requires a state end-of-course assessment (EOC) are required to take the EOC in their home zoned school. Virtual schools ~~must will~~ progress monitor language arts students scoring at Level 1 or Level 2 below grade level on the FCAT/FSA Reading a minimum of three times per year as written in the districts progress monitoring plan. (State Board Rule 6A-6.054)

3. SVS/FLVS Guidelines for Middle and High School

Virtual Learning Labs have been established at each high-secondary school to assist in student access to virtual courses. Students enrolled in these labs will be held to daily class attendance requirements even if the course is completed prior to the end of the enrolled semester, unless a student has met graduation requirements as a result of completing the online course(s).

It is recommended that students have a 2.0 or higher GPA OR a score of level 3 on the Reading FCAT/FSA unless the student has medical or behavior issues that may limit success in the traditional classroom.

Students must meet with school counselor to determine if placement in a SVS/FLVS is academically appropriate for the student based on course prerequisites, the student's academic history and age and appropriateness of the course for the student's Customized Learning Path (CLP) learning path. ALL courses must be approved by the counselor.

Once a semester has begun, a student may not withdraw from a school course to enroll in the same course online without administrative approval.

Students may not simultaneously be placed in the same course concurrently at a district high-school and at SVS/FLVS in any virtual program.

If a student is taking a course in a Virtual Learning Lab, on the school campus, the student must be making adequate progress in the course with a grade of C or higher within the first two weeks or they may be withdrawn and rescheduled.

4. Academic Credit Recovery Labs

A review of student academic and attendance records will be conducted prior to the start of school and at the end of each semester. Students meeting the criteria listed below shall be considered for an opportunity to participate in the Academic Recovery Labs. These labs are an option, not a requirement for students:

- *who are not on schedule to graduate with their cohort – short in credits,*
- *with a GPA below a 2.0 – in danger of not graduating, or*
- *who meet one or more of the grade forgiveness criteria.*

Students should move through the correct progression of the curriculum before the academic grade recovery lab is allowed when the GPA is above a 2.0. Students must receive a grade of D or F in order to retake a class.

Due to National Collegiate Athletic Association (NCAA) eligibility requirements, academic recovery lab courses are not recommended for prospective NCAA Division I and II athletes. For additional information, see: <http://www.ncaa.org/> or http://web1.ncaa.org/ECWR2/NCAA_EMS/NCAA.html.

CURRICULUM AND INSTRUCTION

A. Course/Program Placement

1. Course Placement

Students will be placed into high school courses based on mastery of the appropriate standards in accordance with the student's Customized Learning Path (CLP) learning path. The learning path Customized Learning Path is comprised of the counselor graduation checklist/chart, the student/parent annual course request form and 18 credit option notification form (if applicable). Consistent with school board rules and in accordance with state statute (1012.28 (5) F.S.), the Superintendent has designated the principal of the school as the final authority in the placement of students in programs or classes.

2. Course Drop/Add Procedures

Schedule course change requests will be accepted within the first 5 school days of a new semester. Students are expected to follow their original schedule until receiving notification of a schedule change. Schedule changes will be processed within the first 10 days of the new semester.

3. Course Prerequisites

Many courses listed in the Suwannee County High School Course Catalog offered by Suwannee County School District have prerequisites. These prerequisites must be honored unless student petition and the ensuing

conversation with a guidance counselor indicate that an exception needs to be made based on data and a student's Customized Learning Path (CLP) unless the student gets permission for an exception based on a conference with a school committee which may be made up of teacher, guidance counselor, parent, or administration.

4. Enrollment in Sequential Courses

Subject-area courses that depend on sequential information are expected to be taken in sequential order. In such courses, a student who fails to pass may not be allowed to enroll in the next higher course level until the failed course has been remediated in an approved program successfully, by retaking the course during the regular school year, in Adult Education or in another traditional or virtual/online school. If a situation exists, which prevents a student from taking a course in sequence, the principal, or designee, may grant an exception.

5. Alternative Program Placement

A student shall be identified as eligible for an alternative program placement based on one or more of the following criteria:

- The student is academically unsuccessful as evidenced by low test scores, retention, failing grades, low GPA, falling behind in earning credits, or not meeting state or district levels in reading, math, writing or science.*
- The student has a pattern of excessive absenteeism or has been identified as a habitual truant.*
- The student has a history of disruptive behavior in school or has committed an offense that warrants out of school suspension or expulsion from school according to the district code of student conduct.*

6. Alternative Placement for Students Retained Two or More Years

An alternative placement shall be offered for a student who has been retained two or more years. The alternative placement shall provide the student with intensive, differentiated instruction designed to remediate the student's academic deficiencies and shall include opportunities for the student to be placed in small group instructional settings. The alternative placement shall, under most circumstances, be at the student's home-zoned school but may involve placement at a district-designated site. The alternative placement may not be a placement in a regular program at a higher grade.

7. Placement of Pregnant, Married or Parenting Students 1003.21; 1003.54, F.S.

Students who are married or pregnant shall not be prohibited from attending school. These students and students who are parents shall receive the same educational instruction or its equivalent as other students, but may voluntarily be assigned to a class or program suited to their special needs. Pregnant or parenting teens may participate in a teenage parent program.

8. Parent/Guardian Role with Placement Decisions

State law provides the authority for placement of students with the school district. Placement is based on professional educators' evaluations of how well the student is meeting the levels of performance for student progression. Such evaluations take into account whether or not the student has the knowledge and skills to move on successfully to the more difficult work of the next grade or course.

Parents may discuss a placement with school officials and ask for an explanation of the placement, and they may review the evidence the school used to make the placement. However, the Superintendent has designated the principal as the final authority in placement decisions. 1012.28 (5), F.S.

B. High School Credit

I.

1. Definition of High School Credit 1003.436 (1) (a) (b)

Definition of High School Credit 1003.436 (1) (a) (b)

One high school credit is defined in statute as a minimum of 135 hours of bona fide instruction in a designated course of study which contains student performance standards. Courses taught in a block must contain a minimum 120 hours of bona fide instruction in a designated course of study.

2. Credit Acceleration Program 1003.4295 F.S.

The Credit Acceleration Program (CAP) authorizes secondary students to earn high school credit in a course that requires a statewide, standardized end-of-course (EOC) assessment if the student attains a specified score on the EOC. For 2013-2014, 2014-2015 and beyond, these courses include Algebra 1, Geometry, Biology, and U.S. History, and Algebra 2.

The district shall award course credit to a student who is not enrolled in the course, or who has not completed the course, if the student attains a score indicating satisfactory performance, as defined in F.S. 1008.22(3)c 5 on the corresponding EOC. Students interested in this option should confer with their counselor regarding school policy.

The requirements and eligibility process is as follows:

- The EOC will be administered only at the times established by the state assessment calendar.
- The score necessary to earn credit will be determined by the state and applied in all situations.
- Only credit (no grade) will be earned by meeting the passing score on the EOC.
- If a student takes the EOC and does not earn credit, the student will not be eligible to apply for further CAP testing for the same course until additional preparation has been documented and evaluated.

3. Credit System and Grade Averaging for Credit 1003.436 (2) F.S.

The school district maintains a one-half (.5) credit earned system; full courses will reflect two .5 credit awards. A student enrolled in a full-year course will receive one-half (.5) credit if the student successfully completes either the first or second half of the course but fails the other half and the averaging of the grades obtained in each half would not result in a passing grade.

A student enrolled in a full-year course shall receive full credit if the student successfully completes either the first or the second half of a full-year course but fails to successfully complete the other half but the averaging of the numerical grades in each half results in a passing grade.

A full-year course of study may be completed in one semester in block classes and in certain dual enrollment classes.

Students must meet additional School Board requirements successfully, such as class attendance, and other indicators of performance. Course averaging for the purposes other than for course pass/fail shall be the responsibility of the parent and student to request course semester averaging.

4. Credit for High School Courses taken prior to Grade 9 1003.43 (1) F.S.

High school level courses taken prior to grade 9 may be used to satisfy high school graduation requirements and Florida Bright Futures Award requirements.

Middle school students who have taken high school courses may receive grade forgiveness if they have earned a grade or the numerical equivalent of a C, D or F. In such cases, the district forgiveness policy must allow the replacement of the grade with a grade or the numerical equivalent of a C or higher, earned subsequently in the same or comparable course. For a grade of A or B, the course and grade cannot be forgiven, will appear on the student's high school transcript, and will be used in the calculation of high school grade point average and for Bright Futures. (Section 1003.428(4)(d), F.S.)

Regarding grade calculation of Valedictorian/Salutatorian – See Valedictorian and Salutatorian Awards.

Students seeking high school credit for courses taken in a private middle school may be granted credit if
(1) the private school is listed with the Florida DOE as a private school with a school number and
(2) the credit and course grade are reflected on an official transcript from the school.
If the high school course has a state EOC assessment, the student must take the EOC to receive credit.

5. College Credit by Examination 1007.27 (7) F.S.

College credit by examination is the program through which postsecondary credit is earned based on the receipt of a specified minimum score on nationally standardized general or subject area examinations (AP, IB, AICE). Minimum scores required for an award of credit in Florida institutions are stated by the Florida State Board of Education in the statewide articulation agreement. There is no guarantee that a college will accept credits earned through this program.

6. Volunteer and Non-Academic Activity Credit 1003.43 (1)(k) F.S.

A student may earn .5 elective credit for Voluntary Public Service (VPS). A minimum of 75 hours of nonpaid, voluntary community or school service is required for credit. The school principal (or designee) is responsible for approving specific volunteer activities.

Examples of recommended categories of community service/volunteer hours include:

- service to a governmental agency,
- service to a not-for-profit local, national or international organization,
- service to a school or school organization,
- service to a religious organization, or
- other as approved by the principal (or designee).

All service/volunteer activities should be documented on the letterhead or approved form of the organization and presented to the appropriate person designated at each school. As was stated above, the principal (or designee) is responsible for approval of submitted community service/volunteer hours.

There are two classes of community service/volunteer activities: community service and service learning. Both qualify for community service/volunteer hours.

7. Community Service

Student community service is defined as community service activities that are non-curriculum based and are recognized by and/or arranged through the school. The community service:

- *generally does not include explicit learning objectives or organized reflection or critical analysis activities,*
- *may include activities that take place off of school grounds or may happen primarily within the school,*
- *may be carried out as school-wide events, separately organized school programs, or projects conducted by school-sponsored clubs (i.e., Girls/Boys Clubs, National Honor Society), and*
- *may not be earned for service required as part of a court action.*

Examples of community service activities could include cleaning up a local park, visiting the elderly, or collecting and distributing food to those in need.

8. Validation of Transfer Credit through Scholastic Performance 6A-1.09941, F.A.C.

If a student wishes to transfer credit from a non-accredited traditional or virtual/online school, a private school or home school, the process is as follows:

- *The student shall be placed at the appropriate, sequential course level. Performance at a minimum of 2.0 after the first half of a grading period in the course will validate the student's prior performance in that subject area.*
- *Students who do not meet the 2.0 or who choose not to continue to the next sequential level in a particular subject area may validate credit using one of the alternative validation procedures that follow as determined by consensus of the teacher, principal or designee, and parent.*

Portfolio Validation

The school shall convene a review committee which may consist of the assistant principal with curriculum responsibilities; the guidance counselor; the principal or designee; the student and, if requested by the school, the district curriculum specialist(s) in the particular content area(s). The student shall present a work portfolio. In it will be demonstrations of Next Generation Sunshine State Standards content mastery, test scores, products and/or projects. The review committee shall interview the student, discuss accomplishment of course outcomes and review mastery exhibits. The committee shall then do one of two things:

- *award the credit and verify the grade based on the interview and review of the portfolio, or*
- *require that the student demonstrate mastery on an end-of-course assessment used at the school or published commercially. If a student takes and demonstrates mastery on an end-of-course assessment, credit shall be awarded. If a student does not demonstrate mastery, credit shall be withheld.*

Written Recommendation/Review Validation

- *written recommendation by a Florida certified teacher selected by the parent and approved by the principal, or*
- *written review of the criteria utilized for a given subject provided by the former school*

Demonstrated Proficiency Validation

- *nationally normed standardized subject area assessment(s), or*
- *FCAT proficiency at or above Level 3 in the corresponding subject area*
- *Students must be provided at least 90 days from the date of transfer to prepare for either nationally normed standardized subject area assessments or the FCAT.*

This process does not eliminate the EOC assessment requirement for courses with a state EOC. (See Assessment for new/transfer students.)

9. Exclusions from Earning Credit 1003.43 (7) (a) (b) (c) (d) F.S.

No student may be granted credit toward high school graduation for enrollment in the following programs or courses:

- more than a total of nine (9) elective credits in remedial programs,*
- more than one credit in exploratory career education courses,*
- more than 3 credits in practical arts family and consumer sciences courses, or*
- any Level I course, unless the student's assessment indicates a more rigorous course would be inappropriate, in which case a written assessment of the need must be included in the student's IEP or in a student performance plan signed by the principal, guidance counselor, and the parent/legal guardian or the student if the student is 18 years of age or older.*

A. C. Honors and Advanced Courses of Study

Each high school offers Academically Challenging Curriculum to Enhance Learning (ACCEL) options: whole-grade and mid-year promotion, subject matter acceleration, virtual instruction in higher grade-level subjects, the Credit Acceleration Program, and early graduation. Specific options for each student is available from the guidance counselor at the school. (1002.3105 F.S., 1003.4281 F.S.)

1. Honors or Advanced Course Definition

The following types of courses are deemed honors or advanced level and are subject to the placement criteria as cited:

- preliminary International Baccalaureate (Pre-IB) courses,*
- International Baccalaureate (IB) courses,*
- International General Certificate of Secondary Education (IGCSE) courses,*
- Advanced International Certificate of Education (AICE) courses,*
- Dual Enrollment (DE) courses,*
- Advanced Placement (AP) courses, or*
- honors level and AP courses offered by Florida Virtual School that are taken as part of a student's learning path Customized Learning Path (CLP).*

2. Honors or Advanced Course Placement

The Suwannee County School District criteria for honors or advanced course placement are any one of the following:

- **Grades - A grade of C or better in the previous honors course.** Students earning a grade of A in the previous standard course may be recommended for honors course placement. Teachers will conference with students to offer guidance for appropriate placement.*
- **FCAT/FSA - Level 4 or 5 (above grade level) in appropriate area and not less than a Level 3 (on grade level) in any area** on Mathematics FCAT/FSA/EOC for placement in honors mathematics and science classes on Reading FCAT/ELA FSA for placement in honors English, social studies or foreign language.*

Guidance counselors in consultation with teacher recommendation, may administratively allow placement in honors or advance courses.

3. Dropping Honors or Advanced Courses

If a student is enrolled in an honors or AP **full**-credit course, the student may only drop the course within the first five class meetings, or he/she may NOT drop the course until the end of the semester and only if the following conditions exist:

- a grade of D or F,
- completion of a parent conference during each grading period,
- demonstration of the student seeking consistent academic assistance, and
- space available in a comparable course.

If a student is enrolled in an honors or AP **half**-credit course, the student may only drop the course after the end of the first nine weeks grading period and only if the following conditions exist:

- a grade of D or F,
- completion of a parent conference,
- demonstration of the student seeking consistent academic assistance, or
- space available in a comparable course.

4. Enrollment in Advanced Placement Courses 1007.27 (6) F.S.

Advanced Placement (AP) is the enrollment of an eligible secondary student in an Advanced Placement course administered by the College Board. AP students are exempt from the payment of any fees associated with taking an AP course. Students are **expected** to take an AP exam at the end of each AP course. Schools may impose a fee of the cost of the AP examination, plus 5%, when students who are registered for the examination do not participate.

5. Dual Enrollment Courses 1007.271 (1) F.S., 1007.27 (4) F.S.

The dual enrollment program is defined as enrollment of an eligible secondary student or home education student in a postsecondary course, or courses, creditable toward high school completion and a career certificate or an associate or baccalaureate degree. Through an articulation agreement, SCSD students attend dual enrollment courses at a district approved institution. SCSD is currently zoned under North Florida Community College. Students through appropriate waiver may petition to attend other institutions.

Vocation-preparatory instruction, college-preparatory instruction and other forms of pre-collegiate instruction, as well as physical education courses that focus on the physical execution of skills rather than the intellectual attributes of the activity are ineligible for inclusion in the dual enrollment program. Dual enrollment shall be offered on the high school campus whenever possible. A Dual Enrollment Question and Answer document is available at <http://www.fldoe.org/articulation/pdf/dualenrollfaq.pdf>.

6. Prerequisites for Dual Enrollment and Early Admissions

- Students must first meet district qualifications for honors course placement to be considered for dual enrollment or early admissions.
- Students must demonstrate readiness for college-level coursework if the student is to be enrolled in college courses.
- Beginning July 1, 2013 career dual enrollment is limited to students enrolled in courses/programs leading to industry certification (SB 1076-2013).
- Students must have a 3.0 unweighted GPA for college credit dual enrollment or early admissions courses, or a 2.0 unweighted GPA for career non-college-credit certificate courses.
- Exceptions to the required GPAs may be granted if the school and community college agree and the terms of the agreement are contained within the dual enrollment articulation agreement.

To continue participation in college-credit dual enrollment or early admissions, students must maintain a 3.0 unweighted high school GPA and the minimum postsecondary GPA established the post-secondary institution.

To continue participation in career certificate dual enrollment courses, students must maintain a 2.0 unweighted high school GPA.

Regardless of meeting student eligibility requirements for continued enrollment, a student may lose the opportunity to participate in a dual enrollment or early admissions course if the student is disruptive to the learning process such that the progress of other students or the efficient administration of the course is hindered.

7. Qualifying Placement Test Scores to Enroll in Dual Enrollment English and Math

English Composition (ENC 1101), Math-Intermediate Algebra (MAT 1033), and/or Math-College Algebra (MAC 1105)

<u>ACT</u>		<u>CPT</u>	
<u>Reading</u>	<u>19</u>	<u>Reading</u>	<u>83</u>
<u>English</u>	<u>17</u>	<u>Sentence Skills</u>	<u>83</u>
<u>Math – Intermediate Algebra</u>	<u>19</u>	<u>Elementary Algebra</u>	<u>72</u>
<u>Math – College Algebra and above</u>	<u>21</u>	<u>Math</u>	<u>85</u>
 <u>SAT</u>		 <u>PERT</u>	
<u>Critical Reading</u>	<u>440</u>	<u>Reading</u>	<u>106</u>
<u>Math – Intermediate Algebra</u>	<u>440</u>	<u>English</u>	<u>103</u>
<u>Math – College Algebra and above</u>	<u>440</u>	<u>Math – Intermediate Algebra</u>	<u>114</u>
		<u>Math – College Algebra and above</u>	<u>123</u>

ACT — Reading ————— 19
English ————— 17
Math ————— 19
Math ————— 21

SAT — Critical Reading ————— 440
Math ————— 440
Math ————— 440

CPT — Reading ————— 83
Sentence Skills ————— 83
Elementary Algebra ————— 72
Math ————— 85

PERT — Reading ————— 106
English ————— 103
Math ————— 114
Math ————— 123

Dual enrollment and early admission students are exempt from the Florida College System degree admissions requirements. (1007.263 F.S.)

8. Student Materials for Dual Enrollment Courses 1007.271 (13) F.S.

Students enrolled through a district high school are exempt from the payment of registration, tuition and lab fees. Core subject textbooks assigned for use within dual enrollment courses shall be made available free of charge to district dual enrollment students, assigned as all other school textbooks checked out from the high school media center. However, the student may be responsible for textbook affiliated costs for licensing fees or electronic media access which are password protected or are one-time access codes that cannot be returned to the district as its property for reissue to another student.

Due to the re-use of dual enrollment materials, it is imperative that dual enrollment students return their books to the high school media center on time. Students that do not turn their dual enrollment textbooks back in to the media center will be fined the replacement cost of the book, as with any other textbook. Students who drop classes after textbook procurement will be responsible for the cost incurred to the district for the textbook(s). Students who are approved by the school and are enrolled into dual enrollment courses after the first three weeks of the enrollment window are responsible for the purchase of textbooks and instructional materials with reimbursement upon successful course completion.

9. Student Transportation for Dual Enrollment Courses

Students taking dual enrollment courses on a postsecondary campus or on a high school campus outside of regular school hours must provide their own transportation.

10. Dual Enrollment and the Three-Year 18-Credit ACCEL Graduation Program Students

Students enrolled in three-year 18-credit ACCEL graduation program may be eligible for dual enrollment credit. However, all dual enrollment courses must be taken prior to the completion of the 18 required credits.

11. Funding 1007.272 (2) F.S.

No student may be counted for funding through both a dual enrollment and advanced placement program. Students who will graduate prior to completion of a dual enrollment course may not register as a dual enrollment student. An eligible student may enroll and pay tuition and fees. (1007.271 F.S.)

12. Enrollment in College Courses for College Credit Only

Students enrolled in postsecondary instruction not creditable toward a high school diploma shall be required to assume the cost of instructional materials and fees.

13. Enrollment in Tech Prep Courses

Tech Prep is a nationwide program designed to give high school students a head start on a college degree or technical certificate. Tech Prep links high school and college programs through articulation, a planned process with courses containing the same content as an equivalent college course and for which a postsecondary institution has agreed to award college credit or technical center program hours that are applied toward the completion of a career program. Program articulation assures that students experience a seamless transition from high school to college without additional delays (i.e. duplication of coursework or loss of credit).

In addition to program articulation, Tech Prep students may earn college credit through Dual Enrollment and/or College Board Advanced Placement (AP). Student outcomes include the following:

- an associate degree or a 2-year certificate,
- technical preparation in at least one field of engineering technology, applied science, mechanical, industrial, or practical art or trade, or agriculture, health, or business;
- competence in math, science, and communication, and
- employment.

Tech Prep also benefits students by linking them directly to the Florida Gold Seal Scholarship, which currently pays a portion of tuition to Florida state colleges and universities.

To earn the Florida Gold Seal Scholarship students must meet the following criteria:

1. Take three consecutive technical classes within a cluster
2. Maintain a 3.5 unweighted GPA in these classes and
3. Maintain an overall 3.0 weighted GPA in the core credits
4. Students must earn a minimum score on each subsection of either the CPT, SAT, or ACT as indicated by guidelines found at www.floridastudentfinancialaid.org.

Credit for participation in Tech Prep programs may be awarded in a manner similar to the awarding of credit in college credit dual enrollment programs. There is no cost to high school students, and they may receive credit for work completed in high school toward postsecondary education at local technical centers, community, and state colleges.

14.13. Career Dual Enrollment 1007.271 (4) F.S.

Career dual enrollment shall be provided as a curricular option for secondary students to pursue in order to earn a series of elective credits toward the high school diploma. Career dual enrollment shall be available for secondary students seeking a degree or certificate from a complete career-preparatory program and shall not be used to enroll students in isolated career courses.

A. D. Programs of Choice

1. Career Academies

Each high school will provide career academies, defined as strategic educational training opportunities. Often referred to as "career and professional academies," each will offer a research-based program that will integrate a rigorous academic curriculum with an industry-driven career curriculum. These small learning communities will ensure outcomes and skills based on viable careers, occupations and industry needs. The academic focus of individual career academies shall be determined cooperatively among the school district, postsecondary institutions, local workforce board.

Students may receive a standard high school diploma with merit designation upon passing at least one industry certification in a career-themed course, ~~or upon career academy program completion.~~ Students that earn scholar designation may also earn merit designation under diploma guidelines. Industry certification where appropriate and, often, postsecondary credit may apply where applicable articulation agreements exist. Each career academy shall use existing infrastructure whenever possible and shall include, at a minimum, the following:

- student awareness of available career programs and the corresponding occupations into which such programs lead,
- student development of individual academic and career plans as specified in s. 1003.4156 F.S.,
- integration of academic and career skills in the secondary curriculum,
- student preparation to enter the workforce and enroll in postsecondary education without being required to complete college preparatory or career preparatory instruction,
- student retention in school through high school graduation, and
- career education curriculum articulation with corresponding postsecondary programs in the career center or community college, or both.

The Career Academy model must contain three critical structural elements:

- a small learning community, comprising a group of students within the larger high school who take classes together for at least two years, taught by a team of teachers from different disciplines,

- a college preparatory curriculum with a career theme, enabling students to see relationships among academic subjects and their application to a broad field of work, and
- partnerships with employers, the community, and local colleges, bringing resources from outside the high school to improve student motivation and achievement.

The goals of Suwannee County Career Academies and Career Themed Courses are to:

- Ensure student success – All Suwannee County career academy graduates will possess the skills and tools necessary to be successful in college, career and the global economy.
- Provide relevant curriculum and assessment – The academy team will develop and implement project-based curricula that engage students in real-world relevance focused around the career theme.
- Ensure meaningful business engagement – The academy team will seek to develop business engagement to the highest level with a focus on student success.

To accomplish these goals, each career themed course/academy and professional academy must:

- provide a rigorous, standards-based academic curriculum integrated with a career curriculum,
- enhance each student's capacity to excel,
- include an emphasis on work habits and work ethics,
- include one or more partnerships with postsecondary institutions, businesses, industry, employers, economic development organizations, or other appropriate partners from the local community,
 - provide creative and tailored student advisement, including parent participation and coordination with middle schools, to provide career exploration and education planning,
 - provide a career education certification on the high school diploma,
 - provide instruction in careers designated as high growth, high demand, and high wage by the local Workforce Development Board, Chamber of Commerce and/or program advisory committees,
- Deliver academic content through instruction relevant to the career, including intensive reading and mathematics intervention with an emphasis on strengthening reading for information skills,
- offer applied courses that combine academic content with technical skills,
- provide instruction resulting in competency, certification or credentials in workplace skills, including, but not limited to, communication skills, interpersonal skills, decision making skills, the importance of attendance and timeliness in the work environment and work ethics,
- provide opportunities for students to obtain the Florida Ready to Work Certification

Such partnerships must provide opportunities for:

- instruction from highly skilled professionals,
- internships, externships and on-the-job training,
- a postsecondary degree, diploma or certificate,
- the highest available level of industry certification, and
- maximum articulation of credits upon program completion.

2. School-to-Work Transition

All schools (elementary, middle, and high) shall document the manner in which they have prepared students to enter the workforce, including information regarding the provision of accurate, timely career and curricular counseling to students. This information shall include a delineation of available career opportunities, educational requirements associated with each career, educational institutions that prepare students to enter each career, and student financial aid available to enable students to pursue any postsecondary instruction required to enter that career. Schools shall also delineate school procedures for identifying individual student interests and aptitudes which enable students to make informed decisions about the curriculum that best addresses their individual interests and aptitudes while preparing them to enroll in postsecondary education and enter the workforce.

Beginning in grade 6, this information shall include recommended high school coursework that prepares students for success in college-level work. The information shall be made known to parents and students annually through inclusion in the school's handbook, manual, or similar documents or other communications regularly provided to parents and students.

A. ~~E~~-Graduation: Diplomas, Requirements, Options & Guidelines

Graduation Programs for Students in General Education Programs 1003.428 F.S.

1. Graduation Programs for Students in General Education Programs 1003.4282 F.S.

Beginning in 2011-2012, HB 1255 requires that each school provide students in grades six through twelve and their parents with information concerning the three-year and four-year high school graduation options. The selection of one of the graduation program options that follow may be completed by the student and parent/guardian at any time and is exclusively up to the student and parent/guardian.

Students may choose from one of four **State** options to earn a diploma:

- a four-year 24-credit standard program,
 - Scholar Designation
 - Merit Designation or,
- a three-year 18-credit acceleration program.

All of the graduation paths include opportunities to take rigorous academic courses to prepare students for their future academic and career choices. All students, regardless of the graduation program, must still earn a 2.0 grade point average on a 4.0 scale and achieve passing scores (or concordant scores) on the Grade 10 FCAT Reading or Florida Standards Assessment and required EOC assessments to graduate with a standard diploma. 1003.43 (5) (a) (d) F.S.

1.2. State Diploma Options

24-Credit Program 1003.4282 (17) (a) F.S., 1003.4285 F.S.

This program takes the traditional four years to complete high school and requires students to take at least 24 credits in core content areas. Foreign language credit is not required for this program, although it is recommended for Florida college preparation and is required for admission to Florida's state universities.

This program is designed for a variety of students with differing academic abilities. The standard diploma prepares, and may qualify the student for a variety of post high school opportunities, including a military career, entry-level or apprentice jobs, admission to a vocational or technical school, admission to a community college, or admission to a four-year college or university.

Students who complete a minimum of 24 credits, achieve a cumulative grade point average (GPA) of a 2.0 on a 4.0 scale, and earn a passing score on the statewide assessments required for high school

graduation have an option to graduate in fewer than eight semesters (four years) as specified in s. 1003.4281 F.S.

A student who graduates early must comply with district school board rules and policies regarding access to the school facilities and grounds during normal operating hours. F.S. 1003.4281 (3)

A student who graduates from high school midyear may receive an initial Bright Futures Scholarship award during the spring term following the student's graduation, as long as the student applies for the scholarship award no later than August 31 of the student's graduation year. For example, if a student plans to graduate mid-term in the 2013-2014 school year, the student is required to apply for the scholarship award no later than August 31, 2013.

Beginning in 2013-2014, two additional diploma designations are available (SB 1076 – 2013). In addition to the standard diploma requirements, Scholar and Merit designations require

Scholar Designation

- ~~Pass the Grade 11 ELA Florida Standards assessment (when the state transitions)~~
- 1 credit in Algebra II and pass (in addition to 30% of course average) the Florida Standards assessment (~~when~~ as the state transitions)
- 1 credit in Statistics or an equally rigorous mathematics course
- Pass the Biology I EOC assessment (in addition to 30% of course average)
- 1 credit in Chemistry or Physics and 1 credit in a course equally rigorous to Chemistry or Physics
- Pass the U.S. History EOC assessment (in addition to 30% of course average)
- 2 credits in the same World Language
- 1 credit in AP, IB, AICE or a dual enrollment course (any subject area)

Merit Designation

- Attain 1 or more industry certifications under s. 1003.492, F.S.

Three-Year 18-Credit Accelerated Program 1002.3105015, F.S.

The requirements of this program are identical to the 24-credit standard diploma program option except:

- 1 credit in PE is not required
- 3 electives are required instead of 8
- 18 total credits (student may earn additional credits)

Specific diploma requirements are detailed in the table in the Appendix.

Additional Three-Year Graduation Program Guidelines

Students selecting the three-year 18-credit program shall be treated equally with students graduating via the minimum 24-credit general high school graduation program in all ways, including eligibility for valedictorian, salutatorian, Talented 20, and Bright Futures.

Students enrolled in the three-year 18-credit graduation program, shall not be excluded from activities traditionally provided for graduating students during their anticipated graduation year. A student who graduates early must comply with district school board rules and policies regarding access to the school facilities and grounds during normal operating hours. F.S. 1003.4281 (3)

Schools shall not establish requirements for accelerated three-year high school graduation programs in excess of the requirements in statute 1003.429

A student choosing the three-year 18-credit graduation program must attend high school as a full-time student for three full school years, which may include virtual school.

Students who choose the three-year graduation program may still qualify for acceleration programs (e.g., Advanced Placement and dual enrollment) and for a Florida Bright Futures Scholarship if they meet the eligibility and/or admissions requirements for those programs and scholarships. They can participate in the National Merit Scholarship Program if they take the PSAT/NMSQT in either the next-to-last year or the last year they are enrolled in high school. Those who take the PSAT/NMSWT in their last year of high school will be entering competition for awards to be offered as they are completing their first year of college.

Students who plan to apply to an out-of-state or private in-state college or university and who are interested in the three-year graduation program should contact those institutions as early as possible for specific admissions requirements.

Selection of an accelerated high school graduation program may be completed by a student at any time and is entirely up to the student and parent/guardian. Students who fail to make a selection of the three-year 18-credit graduation program shall be considered to have selected the four-year 24-credit graduation program. 1003.429 (2)(4)(9) F.S., HB 1255.

Prior to selecting the 18-credit graduation program, the following requirements must be met:

- *Designated school personnel shall meet with each student and the student's parent/guardian to provide an explanation of the relative requirements, advantages, and disadvantages of this graduation option. This explanation may be presented at school-wide parent/student meeting nights and/or open house functions.*
- *The student shall submit to the guidance counselor a signed parental consent to enter the three-year accelerated graduation program.*
- *The student shall have achieved at least a score of 3 on FCAT/FSA reading and meet required EOC assessments.*

There is no provision for a Certificate of Completion under the three-year 18 credit graduation program.

Additional Diploma Options

The State Board of Education authorizes three additional diploma options:

- *the Florida High School Performance-Based Diploma,*
- *the General Education Development Diploma, and*
- *the Adult High School Diploma.*

2.3. General Educational Development (GED) Diploma

Any student who is at least 18 years old and who has not earned a standard diploma may earn a State of Florida Diploma by passing the Tests of General Educational Development (GED). The GED consists of separate tests in English, social studies, science, literature and mathematics. Students must also write a 200-word essay.

Any candidate for the General Educational Development (GED) Test shall be at least 18 years of age on the date of the examination, except in extraordinary circumstances, as determined by the superintendent or designee.

Candidates who receive an age waiver, due to extraordinary circumstances, must be at least 16 years of age on the date of the examination. No person under the age of 16 may take the GED examination. Applicants must obtain an Age Waiver Application for GED Testing from the Adult Education Department at Suwannee Hamilton Technical Center (386) 647-4200.

Prior to a student entering the GED preparatory program, the following rules apply:

- The regular high school program is terminated and withdrawn.
- The student is no longer eligible to participate in any high school function or activity reserved for students. High School activities include, but are not limited to, the following: graduation exercise, prom, and athletic events, etc.

3.4. Award of standard high school diplomas to honorably discharged veterans.—Adult Student High School Diploma 1003.43 (6) F.S.

Pursuant to rules adopted by the State Board of Education in consultation with the Department of Military Affairs, the Commissioner of Education may award a standard high school diploma to an honorably discharged veteran who has not completed high school graduation requirements.

A standard high school diploma can be awarded to honorably discharged veterans who were inducted into the U.S. Armed Forces during the Vietnam Era before completing the necessary high school graduation requirements, providing they have met specific criteria. (Corporal Larry E. Smedley, Viet Nam Veterans High School Diploma Act.)

F. Additional High School Completion Information

1.5. Standard High School Diploma Designations 1003.4285 F.S.

Each standard high school diploma shall include, as applicable:

- a designation reflecting completion of four or more accelerated college credit courses if the student is eligible for college credit pursuant to 1007.27 F.S. or 1007.271 F.S. in:
 - Advanced Placement
 - Dual enrollment courses
- a designation reflecting one or more industry certifications from the approved list by Workforce Florida, Inc. 1003.492 F.S.
- a Florida Gold Seal Career and Technical endorsement 1003.43 (10) (a) F.S.

2.6. Graduation Requirements for Transfer Students 1003.433 (1) F.S., 1003.4282(8) F.S.

Grade 11 and grade 12 students who enter a district high school from out-of-state or from a foreign country shall not be required to spend additional time in a district high school in order to meet the high school course requirements of the school district, if the student has met all the requirements of the district, state, or country from which they transferred. Such students who are not proficient in English shall receive immediate and intensive instruction in English language acquisition. Transfer students, however, must earn a 2.0 cumulative GPA and pass the grade 10 FCAT/FSA or concordant scores with FCAT/score -levels to receive a standard diploma.

They must also meet the requirements for State End-of-Course assessments in math. If the transcript shows a math credit which requires a passing state assessment, then the student must pass the assessment unless:

- the student earned a comparative score,
- passed an out-of-state subject assessment, or
- passed an out-of-state statewide mathematics assessment.

3.7. Military Dependent Transfer Students 1000.36 F.S.

The Interstate Compact on Educational Opportunity for Military Children specifies what local the education agency (LEA) must do to facilitate the on-time graduation of children of military families in Article VII:

- A. LEA officials shall waive specific courses required for graduation if similar coursework has been satisfactorily completed in another local education agency or shall provide reasonable justification for denial. If a waiver is not granted to a student who would qualify to graduate from the sending school, the local education agency must provide an alternative means of acquiring required graduation coursework so that graduation may occur on time.
- B. States shall accept exit or end-of-course exams required for graduation from the sending state, national norm-referenced tests, or alternative testing, in lieu of testing requirements for graduation in the receiving state. If these alternatives cannot be accommodated by the receiving state for a student transferring in his or her senior year, the provisions of Article VII Section C apply.
- C. If a military student transfers at the beginning of our during his or her senior year and is not eligible to graduate from the receiving LEA after all the alternatives have been considered, the sending and receiving LEAs must ensure the receipt of a diploma from the sending LEA, of the student meets the graduation requirements from the sending LEA. If one of the states in question is not a member of this compact, the member state shall use its best efforts to facilitate the on-time graduation of the student in Sections A and B of Article VII.

4.8. High School Awards and Honors

If a school chooses to delineate honor graduates, the following criteria shall be used based on unweighted grade point average (GPA) calculated on coursework completed by the last day of the school year:

- Summa Cum Laude: students with an unweighted GPA of 3.90 to 4.0
- Magna Cum Laude: students with an unweighted GPA of 3.70 to 3.89
- Cum Laude: students with an unweighted GPA of 3.50 to 3.69
- Honors: students with an unweighted GPA of 3.00 to 3.49

For students entering the 9th grade during the 2013-2014 school year and beyond, a student must be a recipient of a scholar designation for any of the above honors.

5.9. Valedictorian and Salutatorian Awards

In consideration for Valedictorian and Salutatorian status, the following criteria must be met:

- Student must qualify to receive a standard high school diploma with scholar designation, beginning with students entering 9th grade during the 2014-2015 school year.
- Senior class rank (Valedictorian & Salutatorian inclusive) shall be based on a 4.0 unweighted grade point average on all courses taken for high school credit to 2 decimal places unrounded.
- Calculations of GPAs for valedictorian and salutatorian shall be based upon coursework completed by the last day of the school year.
- Students graduating from a three-year 18 Credit Graduation Program are eligible for Valedictorian and Salutatorian status.

- Must complete the necessary coursework and test requirements to potentially qualify for Bright Futures Scholarship Awards at the Florida Academic or Medallion levels.
- Must be enrolled the entire year of graduation (includes early admission and school board approved courses provided through virtual instruction programs)
- Must earn credit in the following honors/advanced level courses:
 - (4) English
 - (4) Math
 - (3) Science
 - (3) Social Studies
 - (2) Credits in the same Foreign Language

Prior to the 2014-2015 school year, all high school Courses-taken earned at the middle school level for high school credit shall were be considered honors level courses. Effective 2014-2015, high school courses earning high school credit at the middle school level will only receive honors credit when coded using the honors course codes listed in the state's course code directory.

Grade forgiveness shall not be allowed for Valedictorian or Salutatorian consideration. Grade forgiveness shall not be allowed for Valedictorian or Salutatorian consideration beginning with students entering 9th grade in the 2014-2015 school year.

6.10. Florida Bright Futures Scholarship Program

In 1997, the Florida Legislature created the Florida Bright Futures Scholarship Program and declared it to be the first education program funded each year from the Florida Lottery. This scholarship program rewards students for their academic achievements during high school by providing funding for them to pursue further educational and career goals. The program is voted on by the State Legislature each year. As a result, changes often occur in the program. Additional information is available on the Florida Department of Education web site at www.MyFloridaEducation.com/brfuture or toll-free: 1-888.827-2004.

7. Certificates of Completion 1003.43 (10) (b) F.S.

Students who are unable to meet graduation requirements for a 24 credit diploma will receive a Certificate of Completion. A Certificate of Completion is not a diploma. It certifies that a student attended high school but did not meet all graduation requirements for a diploma.

There are two different Certificates of Completion:

(1) a standard Certificate of Completion and

(2) a Common Placement Test-Eligible Certificate of Completion.

A certificate of completion may not be awarded to students in either three-year 18-credit graduation program.

8.11. Standard Certificate of Completion 1003.4282 (7) (cb) F.S.

Students who are unable to meet graduation requirements for a Standard 24 credit diploma will receive a Certificate of Completion. A Certificate of Completion is not a diploma. It certifies that a student attended high school but did not meet all graduation requirements for a diploma. A certificate of completion may be awarded to students in the three-year, 18 credit graduation program.

A standard Certificate of Completion shall be awarded to a student who completes standard graduation course requirements but is unable to:

1. earn a passing score on the 10th grade FCAT/FSA/EOC/alternate assessmentFAA as designated by the Florida Department of Education, or a passing score on a standardized test that is concordant with

passing scores on the FCAT assessment (Please refer to See the Assessment section for listing of concordant scores),

2. complete all requirements in student progression in remedial instruction,
3. achieve a cumulative grade point average of 2.0 or higher, or
4. complete all other requirements as prescribed by the School Board.

A student who has received a standard Certificate of Completion, who subsequently meets the requirements for a standard diploma, shall be awarded a standard diploma whenever the requirements are completed. Students shall be withdrawn using a code of W8.

~~9. Common Placement Test Eligible (CPTe) Certificate of Completion~~

~~A Common Placement Test Eligible Certificate of Completion (CPTe) will be awarded to any student who satisfies the credit requirements for graduation AND has a cumulative grade point average of 2.0 or higher but LACKS a passing score on the 10th grade FCAT or required EOC assessments. The certificate itself will bear the designation of "CPT Eligible" and will enable the student to be admitted to remedial or credit courses at a state community college as appropriate after taking the Common Placement Test.~~

~~Students who qualify for the CPTe Certificate of Completion shall be provided with an accelerated high school equivalency diploma preparation program during the summer following their 12th grade year to the extent funding is provided in the General Appropriations Act.~~

~~A CPTe Certificate of Completion student attending an adult general education program shall have unlimited opportunities to retake and pass the FCAT, allowing him/her to earn a standard high school diploma. Students enrolled in three-year 18 credit graduation programs are not eligible for either certificate of completion. Schools shall report students receiving the CPTe Certificate of Completion in Survey 5 using withdrawal reason W8A.~~

~~10.12. Participation in the Graduation Ceremony~~

~~To be eligible to participate in the graduation ceremony, a student must meet one of the following requirements:~~

- ~~▪ completion of all graduation requirements (student will receive diploma),~~
- ~~▪ meet requirements for a Certificate of Completion~~
- ~~▪ Graduates of the Suwannee Virtual School will be permitted to participate in the graduation ceremony of their home school – Branford High School or Suwannee High School.~~

I. G-Course Substitutions and Exemptions

1. Interscholastic Sport(s) in Lieu of Physical Education Requirement

Participation in interscholastic sports at the junior varsity or varsity level, for two full seasons, will satisfy the one credit requirement in physical education if the student passes a competency test on personal fitness with 70% or higher score. The competency test on personal fitness is developed by the Department of Education. Students who

complete two full seasons of an interscholastic sport and pass the Competency Test can satisfy the personal fitness graduation requirement but cannot be given a credit on the transcript. All students who choose to satisfy their physical education requirements by playing an interscholastic sport must complete additional credits in elective courses to meet the 24 credits required by the state for graduation.

2. JROTC in Lieu of Physical Education/HOPE and/or the Fine and Performing or Practical Arts Requirements

Completion of ROTC I and II can be used to waive both the physical education/HOPE and the fine and performing or practical arts graduation requirements. Students using this waiver are still required to complete 24 credits for the standard diploma. These substitutions may not meet the qualifications for Bright Futures.

Physical Education/HOPE Waiver

Students enrolled in a Reserve Officer Training Corps (ROTC) course with a significant drill component shall satisfy the Physical Education graduation requirement with a grade of C or better in ROTC I and II. A waiver number of 1500450 shall be applied to ROTC I, and a waiver number of 1500460 shall be applied to ROTC II. Students will receive the grades and credits for ROTC I and II, and will be exempt from taking the HOPE course. No grade or credit will be received for the HOPE course. Students must pass both ROTC I and II with a grade of C or better in order to be eligible for the waiver of the physical education/HOPE graduation requirement

Fine and Performing Arts/Practical Arts Waiver

Students enrolled in a Reserve Officer Training Corps (ROTC) course with a significant drill component shall satisfy the fine and performing or practical arts graduation requirement with a grade of C or better in ROTC I and II. A waiver number of 1500480 shall be applied to ROTC I and II. Students will receive the grades and credits for ROTC I and II, and will be exempt from taking a fine and performing or practical arts course. No grade or credit will be received for the performing arts course. Students must pass both ROTC I and II with a grade of C or better in order to be eligible for the waiver of the fine and performing or practical arts graduation requirement.

3. Practical Arts Courses Substitutions

Some Practical Arts courses may be used to meet the Arts High School Graduation Requirement. 1003.428(2)(a)5. F.S. The current list is available at <http://www.fldoe.org/articulation/CCD/files/pacourses1314.pdf>.

4. Career Education Course Substitutions

Students may substitute up to two credits in each of the non-elective subject areas of English, mathematics and science. The career program that is substituted for a non-elective academic course shall be funded at the level appropriate for the career education program. Career education course substitutions will not count toward state university system admission requirements. Specific information on career course substitutions can be found in the Florida Course Code Directory at <http://www.fldoe.org/articulation/CCD/1314.asp>.

5. Awarding of Credit in English and World Language for Students Transferring From Out of the Country

Students transferring from out of the country may be granted credit for English if they took courses in their home language in their home country. They may also be granted credit for world language if they took courses in English in their home country.

A.K. Middle School Regular Program—Course Requirements 1003.4156 F.S.

In order to be promoted to grade 9, students are required to complete the following successfully:

- (1) three middle school or higher courses in English which emphasize literature, composition, and technical text
- (2) three middle school or higher courses in mathematics
- (3) three middle school or higher courses in social studies, one semester of which must include the study of state and federal government and civics education
- (4) three middle school or higher courses in science
- (5) one course in career and education planning to be completed in 7th or 8th grade (8th grade US History)
- (6) equivalent of one class period per day of physical education for one semester of each year required for students enrolled in grades 6 through 8.
- (7) career exploration using Florida CHOICES for the 21st Century or a comparable cost-effective program. The program must inform students of high school graduation requirements, high school assessments, college entrance test requirements, and programs through which a high school student can earn college credit, including Advanced Placement, International Baccalaureate, Advanced International Certificate of Education, dual enrollment, career academy opportunities, and courses that lead to national industry certification. (1003.4156 F.S.)

Beginning with students entering grade 6 in 2012-2013, one of the social studies courses must be at least a one semester civics education course that includes the roles and responsibilities of federal, state and local governments; the structures and functions of the legislative, executive and judicial branches of government; and the meaning and significance of historic documents, such as the Articles of Confederation, the Declaration of Independence and the Constitution of the United States. Beginning in 2013-2014, each student's performance on the state Civics End-of-Course (EOC) assessment will be 30% of the final grade in the course.

The physical education requirement shall be waived for students who meet one of following criteria: (1003.455F.S.)

- (1) The student is enrolled or required to enroll in a remedial course.
- (2) The student's parent indicates in writing to the school district that the parent requests that the student enrolls in another course from among those courses offered as options by the school district.
- (3) The student is participating in physical activities outside the school day which are equal to or in excess of the mandated requirement.

Students are required to receive 300 minutes of instruction during the school day. Physical activities outside the school day do not release students from the 300 minutes of instruction requirement. A student must take an approved, alternative middle school course if physical education course is waived.

A. H.—Replacement of Middle School Courses

Course replacements for middle school students shall be made on a case-by-case basis upon petition to the middle school principal. Upon completion of a possible replacement course for a previously failed middle school course, students/parents/guardians must supply documentation consisting of the following items:

- (1) proof of the accreditation status of the school at which the replacement course was completed
- (2) documentation of mastery of the appropriate benchmarks of standards for the replacement course

1. Learning Lab for Academic Recovery Credit Recovery Lab in Middle School

A review of student academic and attendance records will be conducted prior to the start of school and at the end of each semester. Students meeting the criteria listed below shall be considered for an opportunity to participate in the Academic Recovery Credit Recovery Labs:

- (1) students who are two or more years older than their peers,
- (2) students who are performing two or more years below grade level,
- (3) students who are not mastering specific skills,
- (4) students in need of remediation beginning after the first interim report,
- (5) students who are in danger of failing at the end of the first semester,
- (6) students with an IEP, or
- (7) students who have a grade of F at the semester
- (8) at principal discretion

The middle school principal, upon receipt and verification of the required documentation of mastery, shall approve the replacement course, and the student's record shall be amended to reflect the replacement grade. When the student's record is amended to reflect the replacement grade, the student may be reclassified from 6th to 7th or 7th to 8th grade. In the event of insufficient verification evidence, the grade for the course failed shall remain.

2. Grade Forgiveness of High School Credit by Middle School Students 1003.428 (4) (d) F.S.

Middle school students who have taken high school courses may receive grade forgiveness if they have earned a grade or the numerical equivalent of a C, D or F. In such cases, the district forgiveness policy must allow the replacement of the grade with a grade or the numerical equivalent of a C or higher, earned subsequently in the same or comparable course. For a grade of A or B, the course and grade cannot be forgiven; it will appear on the Student's high school transcript, and will be used in the calculation of high school grade point average and for Bright Futures. (Section 1003.428(6), F.S.)

I. Middle School Academic and Career Plans 1003.4156, F.S.

Each middle school student prior to entering grade 9 shall develop a four- to five- year academic and career plan based on postsecondary and career goals. Students and their parents shall choose an academic path from among the following:

- four-year college or university, community college plus university or military academy degree,
- two-year postsecondary degree,
- postsecondary career certificate,
- immediate employment or entry-level military service, or
- a combination of the above.

Each student's plan will include a "path" of core courses and a recommended group of electives. Each school shall make provision for a teacher, school administrator, other school staff member, or a community volunteer to be assigned to a student as an "academic advocate" if deemed necessary. Student academic and career plans shall be reviewed annually and may be changed if a student's learning path Customized Learning Path changes. The career and education planning internet-based course may be taught in sixth, seventh or eighth grade, by any member of the instructional staff and is designed to help students become aware of the relationships that exist between education and career achievement as outlined in s. 1003.4156, F.S. For more information, visit the Educator's Toolkit on Career and Education Planning at <http://www.fl DOE.org/workforce/ced>.

The career and education planning course must:

- be customizable to each student, emphasize technology or the application of technology in career fields
- be research-based to assist students to identify education and career options and goals
- emphasize entrepreneurship skills
- provide diploma designation option details
- provide information on assessment, scholarship and opportunities to earn college credit in high school, including career dual enrollment courses.

Although statute does not require each school to hold a parent meeting, each school must inform parents about the course curriculum and activities.

A. J. High School Credit in Middle School 1003.4156 F.S., 1008.22 (3) (c)2.a. F.S.

Middle school students may be enrolled appropriately in high school credit-earning courses. Courses will adhere to high school grading policy which may be found in the high school program section of the Student Progression Plan. Students taking Algebra I, Geometry or Biology or an equivalent high school course in middle school must take the EOC assessment and it will be 30% of the final grade in the course. Passing the Algebra I EOC assessment is a graduation requirement. Middle school students earning high school credit shall simultaneously be credited with meeting the requirements for the appropriate corresponding pre-grade 9 courses. High school courses taken below grade 9 are included in student's cumulative GPA and may be used to satisfy high school graduation requirements and Bright Futures award requirements.

B. K. Middle School Credit Acceleration Program 1003.4295, F.S.

The Credit Acceleration Program (CAP) authorizes secondary students to earn high school credit in a course that requires a statewide, standardized end-of-course (EOC) assessment if the student attains a specified score on the EOC. These courses include Algebra 1, Geometry, ~~and Biology~~, Algebra 2, and US History.

The district shall award course credit to a student who is not enrolled in the course, or who has not completed the course, if the student attains a score indicating satisfactory performance, as defined in F.S. 1008.22(3)c 5 on the corresponding EOC. Students interested in this option should confer with their counselor. 1003.4295 F.S. The requirements and eligibility process is as follows:

- (1) The EOC will be administered only at the times established by the state assessment calendar.
- (2) The score necessary to earn credit will be determined by the state and applied in all situations.
- (3) Only credit (no grade) will be earned by meeting the passing score on the EOC.

~~Grade Forgiveness of High School Credit by Middle School Students 1003.428 (4) (d) F.S.~~

~~Middle school students who have taken high school courses may receive grade forgiveness if they have earned a grade or the numerical equivalent of a C, D or F. In such cases, the district forgiveness policy must allow the replacement of the grade with a grade or the numerical equivalent of a C or higher, earned subsequently in the same or comparable course. For a grade of A or B, the course and grade cannot be forgiven; it will appear on the~~

~~Student's high school transcript, and will be used in the calculation of high school grade point average and for Bright Futures. (Section 1003.428(4) (d), F.S.)~~

Middle School Regular Program—Course Requirements 1003.4156 F.S.

~~In order to be promoted to grade 9, students are required to complete the following successfully:~~

- ~~(8) —three middle school or higher courses in English which emphasize literature, composition, and technical text~~
- ~~(9) —three middle school or higher courses in mathematics~~
- ~~(10) —three middle school or higher courses in social studies, one semester of which must include the study of state and federal government and civics education~~
- ~~(11) —three middle school or higher courses in science~~
- ~~(12) —one course in career and education planning to be completed in 7th or 8th grade (8th grade US History)~~
- ~~(13) —equivalent of one class period per day of physical education for one semester of each year required for students enrolled in grades 6 through 8.~~
- ~~(14) —career exploration using Florida CHOICES for the 21st Century or a comparable cost-effective program. The program must inform students of high school graduation requirements, high school assessments, college entrance test requirements, and programs through which a high school student can earn college credit, including Advanced Placement, International Baccalaureate, Advanced International Certificate of Education, dual enrollment, career academy opportunities, and courses that lead to national industry certification. (1003.4156 F.S.)~~

~~Beginning with students entering grade 6 in 2012-2013, one of the social studies courses must be at least a one semester civics education course that includes the roles and responsibilities of federal, state and local governments; the structures and functions of the legislative, executive and judicial branches of government; and the meaning and significance of historic documents, such as the Articles of Confederation, the Declaration of Independence and the Constitution of the United States. Beginning in 2013-2014, each student's performance on the state Civics End-of-Course (EOC) assessment will be 30% of the final grade in the course.~~

~~The physical education requirement shall be waived for students who meet one of following criteria: (1003.455 F.S.)~~

- ~~(4) —The student is enrolled or required to enroll in a remedial course.~~
- ~~(5) —The student's parent indicates in writing to the school district that the parent requests that the student enrolls in another course from among those courses offered as options by the school district.~~
- ~~(6) —The student is participating in physical activities outside the school day which are equal to or in excess of the mandated requirement.~~

~~Students are required to receive 300 minutes of instruction during the school day. Physical activities outside the school day do not release students from the 300 minutes of instruction requirement. A student must take an approved, alternative middle school course if physical education course is waived.~~

D.A. —Middle School Mid-Year Promotion

Mid-Year Promotion of Retained Students from 6th to 7th or 7th to 8th

In middle school, mid-year promotion is defined as promotion of a retained student at any time during the year of retention once the student has successfully completed the four (4) core grade academic requirements (language arts, mathematics, science, social studies) of the preceding grade level. Student grade level classification at the end of the first semester will determine which grade level Florida Comprehensive Assessment Test (FCAT 2.0) of the state assessment is administered.

E.A. —Middle Grades Retention 1008.25 (2) (c) F.S.

Retention may occur when the school's instructional staff, through its Intervention Team or its equivalent, determines that the student demonstrates the need for additional time to attain appropriate academic knowledge

and skills in order to meet required district and/or state performance standards. A student who is retained must be provided with instructional experiences different from those in the previous year's program, taking into consideration the student's individual learning needs and learning style. Only in exceptional cases will a student be assigned to any one grade more than two consecutive years. The district shall provide an appropriate alternative placement for a student who has been retained two or more years.

Options for Students Not Meeting Promotion Standards 1008.25 (2) (c) F.S.

There are two options if a student does not meet district or state promotion standards. Those options are as follows:

- (1) remediate before the beginning of the next school year and promote based on the student's demonstrated mastery of appropriate grade level expectations/standards, or
- (2) retain in a different program that takes into account a student's unique academic needs and learning style.

A. No Social Promotion/Administrative Placement 1008.25 (6) (a) F.S.

Florida statute prohibits the assignment of a student to a grade level based solely on age or other factors that constitute social promotion or administrative placement at the next grade level without regard for student mastery of the appropriate State Standards. A student fails to meet the state portion of levels of performance for student progression when the student fails to achieve Level 3 on the Florida Comprehensive Assessment Test (FCAT 2.0) in Reading, Mathematics and/or Science. As the FCAT 2.02.0 is not the sole determiner of promotion or retention, the

—H. Assessment, Remediation and Intensive Requirement for Secondary Students

L.

1. State Assessments 1003.43 (5), 1008.22 F.S.

Participation in the statewide testing program is mandatory for all K-12 students attending public schools. The assessment of English Language Arts (Reading/Writing) shall be administered annually in grades 3-10, and the science assessment is given in grades 5 and 8. The assessment of mathematics shall be administered annually in grades 3-8.

End of course assessments (EOC) in Algebra I, Geometry, Algebra 2, Biology 1, US History, and M/J Civics are also assessed when the course is completed and the score earned is 30% of the final grade in the course. See the graduation chart in the appendix to clarify which cohorts are required to pass which assessments, and when each assessment contributes to 30% of the course grade.

2. Concordant Scores for FCAT 1003.4282 (3)(a) (3)(b), 1003.429 (6)(a), 1003.43 (5)(a)

To graduate from high school, students must earn passing scores on FCAT/FSA or passing scores on standardized tests that are concordant with passing scores on FCAT/FSA, as defined by statute. Yearly, the Florida Legislature considers the authorization of the use of alternative assessment(s) for meeting high school graduation requirements. For the 2014-2015 school year, the following scores are recognized as having met the requirements for high school graduation: ACT Reading 19, SAT Reading 430, Math PERT 97. These scores may change at the discretion of the Florida State Board of Education.

Students who enter high school in grades 11 or 12 can automatically apply passing concordant scores to meet the graduation requirement based upon their graduation cohort. There is no requirement regarding the number of

attempts on FCAT before a concordant score may be applied. Additional guidance regarding FCAT concordant scores is posted at:

<http://www.fldoe.org/BII/StudentPro/resources.asp> and <http://fcats.fldoe.org/pdf/fcatpass.pdf>.

Students may use a combination of SAT, ACT, PERT, and CPT scores to meet the high school graduation testing requirements. (FCAT Concordance Frequently Asked Questions)

1.3. Assessment Opportunities for Private School Students

Private school students are not eligible for state and district level standardized assessments through the Suwannee County School District

2.4. Assessment Considerations for Dependent Children of Military Personnel 1000.36 F.S.

A dependent child of a member of the United States Armed Forces who enters a district school in grade 12 from out of state or out of country and provides satisfactory proof of attaining a score on an approved alternate assessment that is concordant to a passing score on the grade 10 FCAT, shall satisfy the assessment requirement for a standard high school diploma.

3. Workforce Preparation Assessment 1006.02 (4) F.S.

Before a student graduates from high school, schools shall assess the student's preparation to enter the workforce and provide the student and the student's parent or guardian with the results of the assessment. The Department of Education has determined that since FCAT assesses certain education Goal 3 standards, which were developed from a U.S. Secretary of Labor's report on necessary skills for the workforce, the FCAT may serve as this assessment.

4.5. PSAT Assessment for all 10th Graders

Each high school, including alternative sites and centers of the Department of Juvenile Justice, shall provide for the administration of the Preliminary SAT/National Merit Scholarship Qualifying Test (PSAT/NMSQT), to all enrolled grade 10 students. However, a written notice shall be provided to each parent that shall include the opportunity to exempt his or her child from taking the PSAT/NMSQT.

5.6. Assessment Opportunities for Home Education Students/Virtual Education Students

Opportunities to take state assessment tests (FCAT/FSA reading, writing, and EOC assessments) are available to home education students. Arrangements can be made through the district's Home Education/Virtual Education Coordinator.

6. Assessment Opportunities for Private School Students

Private school students are not eligible for state and district level standardized assessments through the Suwannee County School District.

7. No Assessment Exemptions Based on Attendance 1003.33 (2) F.S.

Schools shall not exempt students from academic performance requirements, such as final exams, based on practices or policies designed to encourage student attendance. A student's attendance record may not be used in whole or in part to provide an exemption from any academic performance requirement.

8. Assessment of New/Transfer Students State Rule 6A-1.09941 (F.A.C.) Revision

Students transferring into the district once the school year has begun shall be assessed immediately in reading and math to determine reading proficiency and to ensure proper course and remedial instruction placement. If a student transfers into a Florida high school from out of country, out of state, a private school, or a home school, and that student's transcript shows credit received in Algebra I or an equivalent course, the decision as to whether the student must take Florida's EOC assessment in Algebra I, shall be made by the school principal as follows:

- A transfer student with high school credit in Algebra I will not take Florida's Algebra I End-of-course (EOC) Assessment if the student passed a statewide, standardized EOC assessment in that course, if administered by the transferring school; achieved a passing score on the high school statewide assessment in mathematics required by the state from which the student transferred for purposes of satisfying the Elementary and Secondary Education Act, or if the student achieves an equivalent score on another assessment as identified pursuant to s. 1008.22(11).
- A transfer student will take Florida's EOC assessment in Algebra I under all other circumstances and must pass the EOC assessment in order to qualify for a standard diploma. A student who transfers into a Florida public school in 2012-2013 as a junior (entered grade nine in 2010-2011) is not in a ninth grade cohort that requires an EOC assessment passing score in order for credit to be awarded for Algebra I, so the provisions in the rule related to EOCs do not apply.

9. State Assessments 1003.43 (5), 1008.22 F.S.

~~Participation in the statewide testing program, which consists of the FCAT and alternate assessments, is mandatory for all K-12 students attending public schools. The assessment of reading shall be administered annually in grades 3-10. The writing assessment is given in grades 4, 8 and 10, and the science assessment is given in grades 5 and 8. The assessment of mathematics shall be administered annually in grades 3-8.~~

~~The assessment of mathematics shall be administered annually in grades 3-8. Algebra I, Geometry and Biology are also assessed and the score earned is 30% of the final grade in the course. Starting with the 2013-2014 9th grade cohort, passing the Algebra I EOC assessment is a graduation requirement.~~

~~State End-of-Course (EOC) assessments for a subject shall be administered in addition to the comprehensive assessments required under 1008.22 (3)1. All State EOC assessments are weighted 30% of the final grade.~~

- ~~▪ Beginning with the 2013-2014 9th grade cohort, students who are enrolled in Algebra I or an equivalent must earn a passing score on the EOC to qualify for a standard diploma. 1003.428, 1003.4282, 1003.4285~~
- ~~▪ The final course grade for all students enrolled in Biology or Biology Honors, U.S. History or U.S. History Honors, must be calculated using the State EOC assessment as 30% of the final grade. This does not apply to students enrolled in Advanced Placement (AP) U.S. History or Dual Enrollment (DE) American History or AP/DE Biology courses.~~

~~Beginning in 2012-2013, middle school students taking Algebra I, Geometry, or Biology 1 or an equivalent course in middle school must take the State End-of-Course (EOC) and it will be 30% of the final grade in the course. These students are not required to take the corresponding grade-level FCAT 2.0 assessment. Passing the Algebra I EOC is a graduation requirement.~~

~~In 2013-14, Civics EOC exams will count as 30% of the final grade for 7th grade students.~~

10. Concordant Scores for FCAT 1003.428 (4)(b) (4)(c), 1003.429 (6)(a), 1003.43 (5)(a)

To graduate from high school, students must earn passing scores on FCAT or passing scores on standardized tests that are concordant with passing scores on FCAT, as defined by statute. Yearly, the Florida Legislature considers the authorization of the use of alternative assessment(s) for meeting high school graduation requirements.

For students entering grade 9 in 2010-2011 school year and thereafter, the passing score for all assessments required for high school graduation scholar designation or for the diploma requirement is the minimum scale score in Achievement Level 3. Students entering grade 9 in the 2010-2011 school year and thereafter must pass the Grade 10 FCAT 2.0 Reading for graduation purposes. Students entering grade 9 in 2011-2012 and thereafter must pass the Algebra I EOC assessment to earn high school credit, and to qualify for a standard diploma. This requirement also applies to middle school students seeking high school course credit for Algebra I. The table provides the school year when these requirements begin for students entering grade 9 and for middle school students enrolled in these courses.

Achievement Level 3 Passing Requirement by School Year

Achievement Level 3 Requirement Begins for Students Entering Grade 9 and Middle School Students

Assessment / Score

2010-2011 Grade 10 FCAT 2.0 Reading / 245 or above

2011-2012 Algebra I EOC Assessment / 399 or above

The Biology, Geometry, and U.S. History EOC Assessments are not included in this table because according to current statute, students will not be required to earn an Achievement Level 3 or higher score on the EOC Assessments to earn course credit in the courses.

Students seeking a standard high school diploma are not required to make three attempts at passing the FCAT prior to using an approved concordant score. Students who enter high school in grades 11 or 12 can automatically apply passing concordant scores to meet the graduation requirement based upon their graduation cohort. There is no requirement regarding the number of attempts on FCAT before a concordant score may be applied. Additional guidance regarding FCAT concordant scores is posted at:

<http://www.fldoe.org/BII/StudentPro/resources.asp> and <http://fcats.fldoe.org/pdf/fcatpass.pdf>.

Students may use a combination of SAT, ACT, PERT, and CPT scores to meet the high school graduation testing requirements. (FCAT Concordance Frequently Asked Questions)

A. Remediation

Each student who does not meet specific levels of performance in reading, writing, science and/or mathematics shall may be provided with scientifically research-based interventions as indicated by additional diagnostic assessments used to determine the nature of the student's difficulty and areas of academic need. Remedial instruction shall

continue until performance expectations are met as documented by demonstrating mastery, passing the state assessment(s) or graduating from high school.

1. Intensive Instruction Definition

"Intensive instruction," whenever used in this document, means instruction that is deeply concentrated on very specific skills and is systematic and explicit. Such intensive instruction should be in addition to the comprehensive initial instruction all students receive. Intensive instruction is associated with the following characteristics:

- diagnosis/prescription targeted to specific skill development,

- variety of opportunities for repetitions,
- smaller chunks of text or content,
- guided and independent practice,
- skill development and practice integrated into all activities,
- frequent monitoring, and
- criterion-based evaluation of success.

Remedial instruction during high school may not be in lieu of English and mathematics credits taken for graduation. When Intensive Reading (Course # 1000410) or Intensive Mathematics (Course # 1200400) is used for remediation, it is counted as an elective.

2. Content of Remedial Instruction

All remedial instruction shall include effective, research-based standards-driven instruction. Each school shall use the materials listed in its section of the ~~District's Comprehensive Reading Plan~~ as resources for remediation in reading.

3. Length of Remediation

Each student who does not meet minimum performance expectations for the statewide assessment tests in reading, writing, science, and mathematics ~~must~~ *is encouraged to* continue remedial instruction or supplemental instruction until expectations are met or the student graduates from high school or is not subject to compulsory school attendance.

4. Parent Refusal for Remediation through Progress Monitoring and a Multi-Tiered System of Supports

The school district has the authority and responsibility to advise a student's course of study. Statute requires a school to develop a MTSS in consultation with the parent, but it does not require parental approval, nor does it give the parent the right to veto a MTSS. The school is held accountable for the student's success and may implement a MTSS without a parent's approval. Students whose progress monitoring is an IEP, however, must have parent approval of the plan.

If the parent refuses to participate in the remedial strategies detailed in the MTSS because he or she believes the strategies are unnecessary or inappropriate, the parent may appeal to the principal. The principal shall provide a hearing officer, and the hearing officer shall make a recommendation for final action to the principal. Consistent with school board rules and in accordance with state statute [1012.28 (5) F.S.], the Superintendent has designated the principal of the school as the final authority in the placement of students in programs or classes. For more specific requirements, refer to the District's ~~Comprehensive Reading Plan~~ on SCSD website.

5. College Readiness 1008.30 (3) F.S., State BOE Rule 6A-10.0315

~~As of 2014-2015, schools are no longer required to evaluate the college readiness of all students before the beginning of grade 12, regardless of their postsecondary plans. Schools shall may administer the Postsecondary Education Readiness Test (PERT) or equivalent test identified in State Board Rule 6A-10.315, F.A.C., to all students needing to demonstrate college readiness for participation in programs such as dual enrollment, career and technical programs, or for comparative scores to meet high school graduation requirements. -who score at Level 2 or 3 on the 2012 reading portion of the grade 10 FCAT or Level 2, 3 or 4 on the 2013 Algebra 1 EOC and have not otherwise demonstrated college readiness.~~

High schools are required to ~~(1) advise students that have taken the assessment of any identified deficiencies, and~~ (2) require postsecondary preparatory instruction for students who do not meet the state established college-ready cut score in reading, writing or mathematics. Such students **must** complete postsecondary preparatory instruction in their senior year.

~~This is a high school graduation requirement for students whose PERT scores indicate a need for additional preparation to be ready for college-level work. Other elective courses may not be substituted for the required postsecondary reading, writing, or mathematics preparatory courses unless the elective course covers the same competencies included in the postsecondary reading, writing or mathematics course.~~

Reading/Writing/Mathematics for College Success are semester courses that have been developed to ~~meet~~ support the postsecondary preparatory instruction requirement. They align with the highest level of development education courses offered by Florida College System institutions and the Postsecondary Readiness Competencies.

The Postsecondary Readiness Competencies can be found on the Division of Florida Colleges College and Career Readiness website at <http://www.fldoe.org/cc/collegecareerreadiness.asp>. A PERT Study Guide can be found at <http://www.fldoe.org/schools/pdf/PERT-StudentStudyGuide.pde>.

Regardless of postsecondary preparatory requirements, students must also meet all other graduation requirements. The purpose of the postsecondary preparatory instruction requirement is (1) to prepare students for entry level college credit courses as well as gainful employment and (2) to reduce the number of high school graduates needing college remediation before enrolling in college-level courses.

State Board Rule 6A-10.0315 established approved placement assessments and cut scores for entry into college level coursework as provided in the table below. A student who has met the cut-score on any of these tests does not need to take the PERT.

Placement Assessment	Writing Cut Score	Reading Cut Score	Math Cut Score
CPT	83	83	72
SAT-I	440	440	440
ACT	17	19	19

Students who demonstrate readiness by achieving the minimum test scores established by the State Board and enroll in a Florida College System institution within two years of achieving such scores shall not be required to retest or enroll in remediation when admitted to any Florida College System institution.

~~Language arts academic~~ Academic credit courses to prepare students for college success include:

- Reading for College Success (1008350) - .5 credit semester course
- Writing for College Success (1009370) - .5 credit semester course
- English 4: College Prep (1001405) – 1 credit year long course.
- Math for College Readiness (1200700) – 1 credit year long course

To eliminate adding additional graduation requirements, schools could schedule students for English IV: Florida College Prep (1001405), a 1 credit high school course which may be used as one of the four English courses required for graduation.

~~B. Remediation Requirements 1008.25 (4) (b) F.S.~~

~~Each student who does not meet specific levels of performance in reading, writing, science and/or mathematics shall be provided with scientifically research-based interventions as indicated by additional diagnostic assessments used to determine the nature of the student's difficulty and areas of academic need. Remedial instruction shall~~

continue until performance expectations are met as documented by demonstrating mastery, passing the state assessment(s) or graduating from high school.

Students score Level 1 or Level 2 on FCAT 2.0 Mathematics or the Algebra 1 EOC, must be enrolled in and complete a remedial course or a content area course in which remediation strategies are incorporated into the course content delivery. Middle school students must pass the Algebra 1 EOC to qualify for a standard high school diploma.

6. Duration of Remediation

Each student who does not meet minimum performance expectations for the statewide assessment tests in reading, writing, science, and mathematics must continue remedial instruction or supplemental instruction until expectations are met or the student graduates from high school or is not subject to compulsory school attendance.

A. ~~C.~~ Progress Monitoring 1008.25 (4) (b) 1, 2, 3 F.S.

One of three types of progress monitoring shall be developed in consultation with the parent/guardian for any student not meeting district or state proficiency levels in reading, writing, science or math. Consultation is defined as a conference, a conversation via email, phone, or written exchange. School personnel shall use all available resources to achieve parent understanding of, and cooperation with, the progress monitoring requirements.

The three types of progress monitoring from which to choose are as follows:

- (1) a federally required student plan such as an individual education plan (IEP),
- (2) a school-wide system of progress monitoring for all students, or
- (3) individualized progress monitoring.

All progress monitoring shall be tailored to identify the individual assistance deemed necessary to remedy a student's diagnosed deficiencies. The progress monitoring must clearly identify:

- (1) the specific diagnosed academic need(s) to be remediated,
- (2) the success-based intervention strategies to be used,
- (3) How, when, how often, by whom and how long intensive remedial instruction is to be provided, and the monitoring and reevaluation activities to be employed.

Schools shall monitor the progress of students needing reading intervention a minimum of three times a year and adjust interventions based on data.

Parent Refusal for Remediation through Progress Monitoring and a Multi-Tiered System of Supports (MTSS)

The school district has the authority and responsibility to advise a student's course of study. Statute requires a school to develop a MTSS in consultation with the parent, but it does not require parental approval, nor does it give the parent the right to veto a MTSS. The school is held accountable for the student's success and may implement a MTSS without a parent's approval. Students whose progress monitoring plan is an IEP, however, must have parent approval of the plan. If the parent refuses to participate in the remedial strategies detailed in the MTSS because he or she believes the strategies are unnecessary or inappropriate, the parent may appeal to the principal. The principal shall provide a hearing officer, and the hearing officer shall make a recommendation for final action to the principal. Consistent with school board rules and in accordance with state statute [1012.28 (5)F.S.], the Superintendent has designated the principal of the school as the final authority in the placement of students in programs or classes. For more specific requirements refer to the District's Comprehensive Reading Plan on the SCSD website: <http://www.suwannee.k12.fl.us>

IV. GRADING AND NOTIFICATION PROCEDURE

A. Reporting Student Progress

1. Report Cards 1003.33 F.S.

Report cards provide the student and the student's parents with an objective evaluation of scholastic achievement with indicators of progress. Report cards shall clearly depict and evaluate the following:

- the student's academic performance in each class or course in grades K through 12 based on examinations as well as other appropriate academic performance items,
- the student's performance at his or her grade level,
- the student's conduct and behavior, and ASK JOSH (Promotion/Non-Promotion)
- the student's attendance

All schools shall use the district's approved report card as the primary means of reporting student progress.

Report cards shall be issued at the end of each grading period on uniform dates as adopted annually on the official school year calendar. Grades shall be issued to all students in attendance. Students transferring into the district after the midpoint of a reporting period may be assigned grades based on records/grades from the sending school.

2. Interim Progress Reports

Interim progress reports shall be issued to all students in grades 1-12 at the midpoint of each regularly established grading period on uniform dates as adopted annually on the official school calendar. Interim reports may be done via parent conferences as well as through reporting forms.

High schools will notify parents in writing via US Mail at the end of each school year of a high school student that is not maintaining an on-time track toward graduation with their 9th grade cohort.

In addition, parents of seniors will be notified at the end of the first semester of their child's failure to maintain an academic standing necessary for graduation. This notification will be made by US Mail.

B. ~~B.~~ High School Grading System

Grading Scale 1003.437 F.S.

The following grading scale is used by all schools in Suwannee County:

GRADING SCALE

A = 90 - 100	Outstanding Progress	4.0
B = 80 - 89	Above Average Progress	3.0
C = 70 - 79	Average Progress	2.0
D = 60 - 69	Lowest Acceptable Progress	1.0
F = 0 - 59	Failure	0
I = 0	Incomplete	0

C. ~~C.~~ Grade Weighting 1007.271 (16) F.S.

1. High School Grade Calculation

Single period, .5 credit course meeting for a traditional semester of 18 weeks (two 9-week terms):

Each term grade is calculated on 40-40-20 basis, 40% for the first nine weeks, 40% for the second nine weeks, and 20% for the semester exam.

Single period, 1.0 credit course meeting for the entire year of 36 weeks (two 18-week semesters):

Each semester grade is determined on a 40-40-20 basis, 40% for the first 9 weeks~~semester~~, 40% for the second 9 weeks~~semester~~, and 20% for the final exam.

Single period, 1.0 credit 36 week course that has a state End-of-Course (EOC) assessment: Final grade for the course is based on 17.5% for each quarter and 30% for the state EOC assessment. Participation in all state-wide assessments is a graduation requirement. In the event that a student misses the state EOC, the course will receive a grade of incomplete until the assessment is taken.

Calculation of the final grade for all students enrolled in courses which require a state EOC assessment will include 30% for the EOC.

2. Exam Exemptions 1003.33 (2) F.S.

All courses without a state-mandatory EOC are required to have an End-of-Course assessment or semester/final exam. Suwannee County School District does not provide for exemptions from mid-term, semester or final exam based on attendance. The exam can be teacher developed, district developed or part of an advanced program organization.

D. ~~D~~-Grade Forgiveness 1003.428 (5) (e) 1 F.S.

~~23.1.~~ Grade Forgiveness of High School Credit by Middle School Students

High school level courses taken below grade 9 may be used to satisfy high school graduation requirements and Bright Futures award requirements. Middle school students who have taken high school courses may receive grade forgiveness if they have earned a grade of C, D or F or the numerical equivalent of C, D or F. In such case, the district forgiveness policy must allow the replacement of the grade with a grade of C or higher, or the numerical equivalent of a grade of C or higher, earned subsequently in the same or comparable course. For a grade of A or B the course and grade cannot be forgiven and will appear on the student's high school transcript and will be used in the calculation of high school grade point average and for Bright Futures. (Section 1003.428 (4) (d) F.S.)

24.2. Grade Forgiveness for High School Students 1003.428 (4) (d) F.S.

State law requires a cumulative 2.0 GPA to graduate. Forgiveness policies for required courses shall be limited to replacing a grade of D or F, or their numerical equivalent, with a grade of C or higher, or its numerical equivalent, earned subsequently in the same or comparable course. Forgiveness policies for elective courses shall be limited to replacing a grade of D or F, or their equivalent, with a grade of C or higher, or its equivalent, earned subsequently in another course. These restrictions on forgiveness do not apply to students below grade 9 taking high school courses. Such students may repeat a course for forgiveness with grades C or below. Any course credit not replaced according to the district's forgiveness policy shall be included in the calculation of the cumulative GPA required for graduation.

E. ~~E~~-National Collegiate Athletic Association (NCAA)

College-bound student athletes will need to meet more rigorous academic rules to receive a scholarship at NCAA Division I colleges or universities. A student who enters a NCAA Division I college or university on or after August 1, 2016 (entered ninth grade 2012-2013), will need to meet new academic rules in order to receive athletics aid (scholarship), practice, or compete during their first year. The changes include the following:

- Minimum core-course GPA of 2.300 required
- Change in GPA and test-score index (sliding scale)
- Ten core courses required before the seventh semester of the senior year

A student who enters a NCAA Division II college or university after August 1, 2013, will be required to complete 16 core courses instead of the current 14.

For information on the rules, visit <http://web1.ncaa.org/hsportal/exec/links?linksSubmit=ShowActiveLinks>.

F. ~~F~~-Parent/Student/Teacher Notifications and Public Reporting 1003.429 (3) F.S.

1. Parent Notification of Student Retention

Parents shall be notified in writing when it is apparent that the student may need to be retained. Ongoing communication with the parents shall be maintained.

2. Student and Parent Notification of Student Declaration to Withdraw from School

A student who attains the age of 16 years during the school year is not subject to compulsory school attendance beyond the date upon which he or she attains that age if the student files a formal declaration of intent to terminate school enrollment with the district school board. The declaration must acknowledge that terminating school enrollment is likely to reduce the student's earning potential and must be signed by the student and the student's parent.

The following steps must also be taken:

- The school shall notify the student's parent of receipt of the student's declaration of intent to terminate school enrollment.
- The student's guidance counselor or other school personnel shall conduct an exit interview with the student to determine the reasons for the student's decision to terminate school enrollment and actions that could be taken to keep the student in school.
- The student shall be informed of opportunities to continue his or her education in a different environment, including, but not limited to, adult education and GED test preparation.
- The student shall complete a survey to provide data on reasons for terminating enrollment and actions taken by schools to keep students enrolled.

3. School Notification of Students on Community Control

If a juvenile on community control attends a regular educational school program, then the identity of the juvenile and the nature of the felony offense shall be made known to each of the student's teachers and appropriate district staff. District level personnel shall notify the principal of any student who has been charged with a criminal offense.

4. Annual Reporting of Student Progress in Local Newspaper 1008.25 (8) (b) F.S.

The district shall publish annually in the local newspaper, and report in writing to the State Board of Education by September 1 of each year, the following information on the prior school year:

- the provisions of the law relating to student progression and the district School Board's policies and procedures on student retention and promotion,
- by grade, the number and percentage of all students in grades 3-10 performing at Levels 1 and 2 on the reading portion of the FCAT,
- by grade, the number and percentage of all students retained in grades 3-10,
- information on the total number of students who are promoted for good cause by each category of good cause, and
- any revisions to the district School Board's policy on retention and promotion from the prior year.

*

5. Parent Notification of Student's Annual Progress

Each year, schools shall provide parents with a report of the progress of the student toward achieving state and district expectations for proficiency in reading, writing, science, and mathematics, including the student's results on each statewide assessment test. This report traditionally accompanies the last report card of each year but may be sent at an earlier date as determined by the school. In addition, progress reporting information shall be provided to parents.

6. Parent Notification of Student Retention

Parents shall be notified in writing when it is apparent that the student may need to be retained. Documentation shall be kept, and an acknowledgment of such notification shall be obtained. Ongoing communication with the parents shall be maintained.

7.6. Parent Notification of Remediation

Parent notification shall be documented when a student is being remediated in reading, writing, science and/or math and is being considered for retention. School personnel shall use available resources to achieve parent understanding and cooperation regarding a student's remediation, progress monitoring plan, and possible retention. Parents shall be informed of student progress via quarterly report cards and conferences as deemed necessary by the school.

8.7. Parent Notification of Student Assignment to Remedial Classes in Middle School

Parents of middle school students with Level 1 or Level 2 FCAT 2.0 scores in reading and/or math shall be notified when their student is placed in an intensive reading or intensive mathematics class or a content-area class focused on reading strategies in lieu of an elective. The notification shall explain that placement in the course is based on the student's need to master Standards in reading and/or math as evidenced by a score of Level 1 or Level 2 on the most recent FCAT 2.0.

V. EXCEPTIONAL STUDENT EDUCATION

A. General Procedures for Student Progression Decisions for Exceptional Student Education Eligibility and Programs

Students in special education who receive a standard diploma will attain equivalent minimum competencies prescribed for regular education students and students receiving other than a standard diploma or certificate of completion will attain an acceptable level of competency.

Suwannee County School District actively seeks to locate students with needs for exceptional student education. The term "exceptional student" includes, but is not limited to, students participating in the following programs:

- Autism Spectrum Disorder
- Deaf or Hard of Hearing
- Developmentally Delayed
- Dual-Sensory Impaired
- Emotional/Behavioral Disability
- Gifted
- Hospital/Homebound
- Language Impaired
- Othopedically Impaired
- Other Health Impaired
- Specific Learning Disabled
- Speech Impaired
- Traumatic Brain Injured
- Visually Impaired
- Intellectual Disability

State Board Rule determines the requirements for eligibility for a program as provided in the district Exceptional Student Education Policies and Procedures manual (SP&P). A copy of each school district's SP&P can be found at the following link: <http://www.fldoe.org/academics/exceptional-student-edu/monitoring/ese-policies-procedures-spp.html>

All students having difficulty meeting promotional requirements shall be monitored carefully by the Multi-Tiered System of Supports (MTSS) Student Support Team or its equivalent. Eligibility for an Exceptional Student Education program may be considered upon completion of appropriate interventions and activities.

B. Student Performance Goals and Objectives

To the maximum extent possible exceptional students' instructional objectives in basic skills and content areas indicated for students in basic programs, shall be included in the general curriculum with goals and objectives addressing their access needs. For exceptional education students who need an alternative curriculum, Community Based Instruction and employability programs will be available. Goals and objectives will be geared toward facilitating students' participation in employment and community life.

The annual goals and objectives for exceptional students are stated in the Individual Educational Plan (IEP) for each student. Each year an IEP review conference is held to which parents are invited and encouraged to attend. The purpose of this conference is to review student achievement and to formulate goals and objectives for the following year.

Individual Education Plan (IEP) teams determine the appropriate ESE program placement for students with disabilities based on their individual needs. Specially designed instruction will be provided by an ESE teacher or other service provider in the Least Restrictive Environment (LRE) as determined by the IEP team. In most cases, this will be in the regular education classroom with their non-disabled peers but some students with disabilities may require instruction in a separate environment for a portion of the day.

C. Curriculum and Instruction

Instructional Accommodations for students with disabilities are changes to the way a student with disabilities accesses curriculum, demonstrates learning, or how he or she is tested. Accommodations do not change the content of the standards, but may require a change of instructional methods, materials, assignments, time demands and schedules, learning environment, and special communication systems or assistive technologies. These accommodations must be developed and documented on the student's IEP.

Most students with disabilities can achieve general state content standard mastery pursuant to rule 6A-109401, F.A.C. Effective accommodations must be in place to support involvement of students with disabilities in general education. Students in exceptional student education programs who are using general state content standards to attain a standard diploma will have to meet the same requirements. The student's Individual Education Plan (IEP) will address the areas of academic need and accommodations to the general curriculum. Students with disabilities participate in the districts K-12 Comprehensive Reading Plan and supplemental and intensive instructional supports as appropriate.

The general state content standards are the foundation of curriculum, instruction, and assessment for all Florida students. However, students with significant cognitive disabilities utilize Access Pointes to access the general curriculum. Access Points consist of skills that are clearly linked to the general education content but the content is reduced in depth and complexity to provide access to the standards, while still providing rigor and challenging academic expectations.

Students with disabilities who are receiving instruction based on the access point standards for students with significant cognitive disabilities will participate in the Florida Alternative Assessment. IEP teams are responsible for determining whether a student with a disability will be instructed on the general Florida Standards and assessed with the FCAT/FSA/EOC assessments or the Access Points Standards and assessed with the Florida Alternative Assessment (FAA) as outlined in Rule 6A-1.0943(4), Florida Administrative Code.

D. Reporting Student Progress

All parents will be notified of their child's achievement during the school year with at least the same frequency as that of non-disabled peers enrolled in the same school. Progress toward IEP goals will be reported to the parent at the time designated on the IEP.

Report Cards and Grading

- A student's placement in an Exceptional Student Education Program may not be designated on the report card due to FERPA (Family Education Rights and Privacy Act).
- Students with disabilities must receive a report regarding progress toward IEP goals and objectives along with the report card.
- Students may not be discriminated against in grading because of their disability. Teachers may not unilaterally decide to use an individual grading system for a student with disabilities.
- A student with a disability shall not be penalized with a lower grade for using accommodations.

E. Assessment of Student Performance

The general expectation of state and district assessment systems is that all students participate in assessment for accountability purposes.

The decision to include or exclude a student with disabilities in state and district testing shall be made annually by the Individual Educational Plan (IEP) team. Students must be afforded the appropriate modifications for assessment. Testing should result in an accurate reflection of the individual's educational achievement. However,

a student's disability may be such that alternative assessment measures would be more meaningful and appropriate than participating with modifications in assessments provided by the state or district.

This decision should be guided by past performance of the student, and whether the student is pursuing a course of study to obtain a regular high school diploma. Given these considerations, students who require a differentiated curriculum as outlined on the IEP may be exempted from participating in regularly scheduled state and district assessments. Students exempted from statewide testing must be provided an alternative assessment to reflect student achievement.

1. State and District Assessment

~~α. ——— Modification of the State Student Assessment Test Instruments and Procedures for Exceptional Students, and Other Eligible Handicapped Students~~

-State Board rule 6A-1.0943, FAC provides the basis for accommodations to Florida's statewide assessment system for students with disabilities who have an IEP.

The Division of Public Schools shall develop the modified test instruments required herein and provide technical assistance to school districts in the implementation of the modified test instruments and procedures.

Each school board shall implement appropriate modifications of the test instruments and test procedures established for issuance of a standard or special high school diploma, pursuant to Rules 6A-1.0942, 6A-1.095, and 6A-1.0995, FAC., within the limits prescribed herein.

The modifications are authorized, when determined appropriate by the school district superintendent or designee, for any student who has been determined to be an eligible exceptional student pursuant to Rules 6A-6.0301 and 6A-6.0331, FAC., and has a current individual educational plan, or who has been determined to be a handicapped person pursuant to Rule 6A-19.001(6), FAC. Students classified solely as gifted shall not receive any special test modifications. Satisfaction of the requirements of Rule 6A-1.0942, FAC., by any of the above modifications shall have no bearing upon the type of diploma or certificate issued to the student for completing school.

In no case shall the modifications/ accommodations authorized herein be interpreted or construed as an authorization to provide a student with assistance in determining the answer to any test item.

- Accommodations should facilitate an accurate demonstration of what the student knows or can do.
- Accommodations should not provide the student with an unfair advantage or interfere with the validity of a test; the underlying skills that are being measured by the test must not be changed.
- Accommodations must be the same or nearly the same as adaptations used by the student in completing classroom instruction and assessment activities.
- Accommodations must be necessary for enabling the student to demonstrate knowledge, ability, skill or mastery.

All students, including those with disabilities, must participate in the state's assessment and accountability system. Students with disabilities who are following the general education program and pursuing a standard route to a standard diploma shall participate in the same state and district assessments as their general education peers, including the FCAT, FSA, and EOC exams. If students with disabilities receive testing accommodations, the accommodations must be listed in the student's Individual Education Plan (IEP) and be utilized regularly during classroom instruction and assessment. Allowed accommodations are listed in the procedures manual for each specific test.

Legislation provides for a waiver of the FSA as a requirement for graduation with a standard high school diploma for students with disabilities, and an IEP, whose abilities cannot be accurately measured by the statewide

assessments. The individual education plan team may request a waiver of the FSA requirement for a stand high school diploma for those students identified in the Enhanced New Needed Opportunity for a Better Life and Education for Students with Disabilities Act (ENNOBLES) who also meet the requirements set for in Sections 1003.4282. Students with disabilities with Section 504 plans are not eligible for a waiver.

b. Allowable Assessment Accommodations

Test manuals generally provide a listing of allowable accommodations that can be used for all students, including students with disabilities. Accommodations for students with disabilities currently allowable for statewide testing that could be provided for district testing include the following:

- ~~Flexible Setting.~~ Students may take tests individually or in a small group setting, under a proctor's supervision.
- ~~Flexible Scheduling.~~ Students may be assessed in several brief sessions kept within the time period of the testing schedule. Extended time may be provided as appropriate for the particular test being administered.
- ~~Recording of Answers.~~ Students may mark answers in a test booklet, type the answers by machine, or indicate the selected answers to a test proctor. The proctor may then transcribe the student's responses onto a machine-scoreable answer sheet.
- ~~Mechanical Aids.~~ Students may use a magnifying device, a pointer, a non-calibrated rule or template, or other similar devices to assist in maintaining visual attention to the test booklet. An abacus and a Braillewriter may be used.
- ~~Revised Format.~~ Students may be tested by one or more of the following three (3) methods:
 1. ~~Visual Reading.~~ Students may be tested with enlarged print materials or with regular print materials enlarged through mechanical or electronic means. Enlarged materials shall be provided only for students who meet the eligibility criteria for visually impaired programs specified in Rule 6A-6.03014, FAC.
 2. ~~Tactile Reading.~~ Students may be tested with materials, which have been transformed to Braille code or tested by using devices, which permit optical-to-tactile transformations. Test items which have no real world application for the non-sighted person will be deleted from the tactile forms authorized or provided by the Department and shall be deleted from the requirements of Rules 6A-1.0941 and 6A-1.0942, FAC.
 3. ~~Auditory or Sign Language Presentations.~~ The test administrator may sign, provide oral interpretations of, or read to students the following portions of the test: all mathematics items, all writing items, all oral reading items, and all directions. The reading items must be read by the student using visual or tactile means.

State Board of Education Rule 6A-1.0996(2)(b) requires that nothing shall be construed to limit or restrict the right of a student with a disability solely to a Special Diploma. The IEP committee shall document whether the student is pursuing a course of study leading toward a Standard or Special Diploma on the IEP developed during the student's eighth grade year, or the IEP developed during the school year of the fourteenth birthday, whichever occurs first.

a. Alternate Assessment Guidelines

The use of an alternate assessment is an individual decision for students who have been excluded from taking the general statewide or district assessments and have cognitive disabilities that limit their ability to achieve the State Performance Standards. Alternate assessment for students in exceptional education will mirror the assessments of students participating in district and state assessment programs at each grade level by subject area. The standards assessed at the appropriate grade levels will be based on the State Performance Standards Access Points for Severely Cognitively Disabled students with significant cognitive disabilities.

The Statewide Alternate Assessment for students in grades 3-11 that addresses the State Performance Standards Access Points for students with significant cognitive disabilities Severely Cognitively Disabled students will be utilized to determine the appropriate level of the student. ~~(independent, supported, participatory).~~ For

kindergarten-grade 2 students, an approved alternate assessment or combination of alternate assessments will be given.

The alternate assessment will include scoring criteria that clearly identifies how the student's performance is to be judged.

Documentation of the alternate assessment will include: student name, date of assessment, person conducting assessment, score(s) received by the student or descriptions(s) of behavior observed and description of activities and scoring criteria used to judge student performance.

The alternate assessment results will be reported to the parent around the same time period as FCAT reports are sent out. Alternate assessment results will also be used to plan the student's IEP, report progress toward mastery of annual goals, and plan the instructional program for the next year.

State Board of Education Exemption

Upon receipt of a written request from the superintendent, the Commissioner may exempt an exceptional student or one who has been determined to be a person with a disability pursuant to Rule 6A-19.001(6), FAC, from meeting specific requirements for graduation, due to extraordinary circumstances which would cause the results of the testing to not represent the student's achievements, but rather reflect the student's impaired sensory, manual, speaking or psychological process skills. The written request must document the specific extraordinary circumstances, which prevents the students from meeting the requirements of Rules 6A01.0942 and 6A-1.095(4), FAC.

A.F. Standards and Promotion Criteria

For students enrolled in exceptional student education programs, promotion or movement between grades and levels (primary, intermediate, secondary) will be a reflection of successful completion of IEP goals and objectives, mastery of State Performance Standards, State Performance Standards for Special Diploma or Community Employment competencies, (whichever is applicable), chronological age, or social-emotional maturity.

1. Decisions regarding the promotion/retention of 3rd grade students with disabilities must be based on provision of S.1008.25(5)(b), Florida Statutes. A small number of students with disabilities may be promoted if they meet requirements for good cause.
2. Decisions to promote are made by the principal based on the recommendation of the IEP Team. Participation in the regular state assessment program shall be available to all exceptional students. Articulation staffings shall be held on students moving from school to school (ex. PK-K, Elementary-Middle, Middle-High).

B.—Report of Student Progress

1.—Class/Course Reports

- Students enrolled in ESE classes should receive grades based on their individual needs. Grades shall be supported by records which indicate how the teacher arrived at the evaluation. Evaluation must be based upon the student's classroom work, observations, tests, and other relevant information.
- Parents will be informed of their student's progress through the student's IEP, each report period, conferences, and other communication between teacher and parent.

2.— IEP Goals and Objective Progress and Reports

The IEP must include a statement of the child's level of progress toward the annual goals or benchmarks, how progress will be measured, and how the child's parents will be regularly informed at least as often as parents of non-disabled children are informed of their progress by such means as progress reports and report cards.

G. Graduation Requirements - Standard Diploma

A standard high school diploma will be awarded to students who meet the requirements as referenced in the secondary education section of this Student Progression Plan, demonstrate mastery of the State Performance Standards that apply, and pass such demonstrated test. In Rule 6A-.0312, FAC, School boards shall provide accommodations to basic courses, as necessary, to assure exceptional students the opportunity to meet the graduation requirements for a standard diploma. School boards shall modify vocational courses and programs of study, as necessary, to assure exceptional students the opportunity to meet graduation requirements for a standard or a special diploma.

- 1. Accommodations to basic courses shall not include modifications to the curriculum frameworks or student performance standards. When modifying vocational courses, the particular outcomes and student performance standards, which a student must master to earn credit, must be specified on the student's individual educational plan.*
- 2. Accommodations to basic or vocational courses may include any of the following:*
 - a. The instructional time may be increased or decreased*
 - b. Instructional methodology may be varied.*
 - c. Special communications systems may be used by the teacher or the student.*
 - d. Classroom and district test administration procedures and other evaluation procedures may be adjusted as specified in Rule 6A-1.0943, FAC., to accommodate the student's disability.*
- 3. When making accommodations to basic courses, the school board shall use one of the following strategies:*
 - a. Assignment of the exceptional student to an exceptional education class for instruction in a basic course with the same student performance standards as those required of non-exceptional students, or*
 - b. Assignment of the exceptional student to a basic education class for instruction which accommodates the student's exceptionality.*
- 4. The IEP team shall determine which of these strategies to employ based on an assessment of the student's needs and shall reflect this decision in the student's Individual Educational Plan. Course accommodations will be used to facilitate student participation in the general curriculum to the extent possible. At least one regular education teacher will be involved in IEP development and the determination of course accommodations.*
- 5. Exceptional students enrolled in basic courses utilizing the strategy described in Rule 6-A.0312(3)(a), FAC., shall be counted as exceptional student special program cost factors only if the class is being taught in a special program for exceptional students, by a qualified teacher in accordance with Rule 6A-1.0503, FAC.*
- 6. Students failing the FCAT will be remediated and/or retested at the time designated by the state during the eleventh or twelfth grade. Seniors not passing the FCAT, but having successfully completed courses that meet standard diploma graduation requirements and whose abilities cannot be accurately measured by the statewide assessment test, may meet waiver options as a requirement for a standard high school diploma. Waiver requirements include students:*
 - a. who are currently seniors in high school with an Individual Educational Plan (IEP),*
 - b. who have met the graduation requirement of 24 academic credits with a cumulative 2.0 or better grade point average (GPA) and any other district requirements,*
 - c. who have taken the FCAT at least once in the 10th grade and once in the 11th grade, but have not attained a passing score, and*

- d. for whom the Individual Educational Plan (IEP) team determines that the FCAT cannot accurately measure the student's abilities, taking into consideration all allowable accommodations.
- 7. Students may select and move between courses of study leading to Standard or Special Diplomas as appropriate. (Rule 6A.0996(2)FAC).

D.H. Graduation Requirements - Special Diploma

Students who have been properly classified in accordance with rules established by the state board as educable mentally handicapped, trainable mentally handicapped, hearing impaired, specific learning disabled, emotional behavior disorder, profoundly handicapped, autism spectrum disorder, physically impaired, or language impaired shall not be required to meet all requirements for a standard diploma and shall, upon meeting all applicable requirements for a special diploma, be awarded a special diploma in a form prescribed by the state board rule. Students may use basic, vocational, and exceptional student education courses as appropriate for meeting graduation requirements. Students may select and move between the Special Diploma options, and between courses of study leading to Standard or Special Diploma, as appropriate. Nothing contained in this rule shall be construed to limit or restrict the right of an exceptional student solely to a Special Diploma. School board shall award Special Diplomas based on two (2) options. The IEP Committee will determine which of the following options for a Special Diploma is most appropriate to meet the needs of students with disabilities. This decision will be documented in the Individual Educational Plan.

1. Option 1

- a. The State Performance Standards for Special Diploma are 14 high school exit standards set by the State of Florida that students with disabilities must achieve in order to be awarded a Special Diploma under Option 1
- b. Minimum required credits for students **entering ninth grade in 2007-2008 and thereafter**: Academics – 9, Electives – 15, for a TOTAL of 24.
- c. Attain 2.0 grade point average

2. Option 2

Option 2 is based on mastery of employment and community competencies. Students may enter a course of study leading to graduation under Option 2 at a date no earlier than the second term of the year in which his/her original class will complete regular graduation.

- a. Employment and community competencies. The school board's requirements for demonstration of mastery of specified employment and community competencies shall ensure:
 - 1) The student has achieved all the annual goals and short-term objectives, which were specified on the IEP, related to the employment and community competencies.
 - 2) The student is employed in a community-based job, for the number of hours per week specified in the student's training plan, for the equivalent of one (1) term, and paid a minimum wage in compliance with the requirements of the Fair Labor Standards Act.
 - 3) The student has mastered the employment and community competencies specified in a graduation training plan. The training plan shall be developed and signed by the student, parent, teacher, and employer prior to placement in employment and shall identify the following:
 - a. The expected employment and community competencies
 - b. The criteria for determining and certifying mastery of the competencies

- c. The work schedule and the minimum number of hours to be worked per week, and
- d. A description of the supervision to be provided by school district staff.

EL Types of Certificates

1. Certificate of Completion

A student who has met all requirements for graduation with a standard diploma with the exception of passing the FCAT or being granted a waiver shall be awarded a Certificate of Completion.

2. Special Certificate of Completion

A student who has met the credit requirements as specified for a special diploma, but fails to master the State Performance Standards for Special Diploma, or requirements for Option 2 (as applicable) shall be awarded a Special Certificate of Completion.

VI. ENGLISH for SPEAKERS of OTHER LANGUAGES (ESOL)

A. Placement

Students in the English for Speakers of Other Languages (ESOL) program are commonly referred to as English Language Learners (ELLs). ELLs shall be placed in appropriate courses designed to provide ESOL instruction in English and the basic subject areas of mathematics, science, and social studies. Upon enrollment, and ELL student must have verification of the DEUSS (date entered US Schools).

The ELL Committee, which is composed of the principal or designee, an ESOL/language arts teacher, the guidance counselor, and any other instructional personnel responsible for the instruction of ELLs, shall make recommendations concerning the appropriate placement, promotion and retention of English Language Learner students. Parents/guardians of students being reviewed shall be invited to participate in the meetings.

Criteria to be utilized in making appropriate placement decisions include the following:

- academic performance and progress of a student based on formal and/or alternative assessments in English and/or the student's native language,
- progress, attendance and retention reports, and
- number of years the student has been enrolled in the ESOL Program.

A. B-Assessment, Retention and Promotion

1. Assessment

In general, all ELLs participate in the state's assessment and accountability system. As part of the No Child Left Behind legislation, all ELLs shall be assessed annually in reading, writing, listening and speaking.

2. Retention

Retention of an ELL is based on unsatisfactory performance in reading, writing and mathematics as determined by the Student Support Team, in conjunction with the ELL Committee. Students cannot be retained based solely on English language acquisition.

3. Promotion in Grade 12 1003.433 (3) F.S.

Students who have been enrolled in an ESOL program for less than two (2) years and have met all requirements for a standard high school diploma except for passing the grade 10 ~~FCAT~~ state ELA assessment or having a concordant score may receive immersion English language instruction during the summer following their senior year (to the extent funding is provided in the General Appropriations Act.) Students receiving such instruction are eligible to take the ~~FCAT~~s or other assessments that provide a concordant score.

A. ~~C.~~ Awarding of Credit

ELLs shall be given credit toward fulfilling graduation requirements in English for each ~~English for Speakers of Other Languages (ESOL)~~ ESOL English course completed satisfactorily. Credit shall also be given toward fulfilling graduation requirements for each basic subject area course completed satisfactorily through ESOL instruction.

APPENDIX A: Required instruction (1003.42 F.S.)

Florida Statute, 1003.42, provides for required courses and instruction to ensure that students meet State Board of Education adopted standards. Most specifically, members of the instructional staff of the public schools, subject to the rules of the State Board of Education and the district school board, shall teach efficiently and faithfully, using the books and materials required that meet the highest standards for professionalism and historic accuracy, following the prescribed courses of study, and employing approved methods of instruction.

State Board of Education Rule 6A-1.09412 Course Requirements - Grades K-12 Basic and Adult Secondary Programs reads: A course description directs district personnel by providing the essential content and course requirements for each course in grades K-12 contained in the "Course Code Directory and Instructional Personnel Assignments" adopted by Rule 6A-1.09441, F.A.C. Course requirements approved by the State Board of Education and are (available) online.

The Course of Study for the Suwannee County School System shall consist of subjects and courses selected from the current edition of the Course Code Directory and Instructional Personnel Assignments (CCD) published annually by the State of Florida, Department of Education.

Student schedules may reflect course code numbers by subject or as self-contained as appropriate. Regardless of scheduling techniques minimum time requirements for instruction shall be met as outlined above and include courses from a school Course of Study approved annually.

All classes will provide appropriate instruction designed to ensure that students meet Florida Standards. Careers and vocational awareness will be integrated into the curriculum. Technology will be an integral tool in the elementary instructional program. Students will understand and utilize technology as a source of information and an application of data for problem-solving. Members of the elementary instructional staff shall use approved materials and resources to teach the following:

- a) The history and content of the Declaration of Independence, including national sovereignty, natural law, self-evident truth, equality of all persons, limited government, popular sovereignty, and inalienable rights of life, liberty, and property, and how they form the philosophical foundation of our government.*
- (b) The history, meaning, significance, and effect of the provisions of the Constitution of the United States and amendments thereto, with emphasis on each of the 10 amendments that make up the Bill of Rights and how the constitution provides the structure of our government.*
- (c) The arguments in support of adopting our republican form of government, as they are embodied in the most important of the Federalist Papers.*
- (d) Flag education, including proper flag display and flag salute.*
- (e) The elements of civil government, including the primary functions of and interrelationships between the Federal Government, the state, and its counties, municipalities, school districts, and special districts.*
- (f) The history of the United States, including the period of discovery, early colonies, the War for Independence, the Civil War, the expansion of the United States to its present boundaries, the world wars, and the civil rights movement to the present. American history shall be viewed as factual, not as constructed, shall be viewed as knowable, teachable, and testable, and shall be defined as the creation of a new nation based largely on the universal principles stated in the Declaration of Independence.*
- (g) The history of the Holocaust (1933-1945), the systematic, planned annihilation of European Jews and other groups by Nazi Germany, a watershed event in the history of humanity, to be taught in a manner that leads to an investigation of human behavior, an understanding of the ramifications of prejudice, racism, and stereotyping, and an examination of what it means to be a responsible and respectful person, for the purposes of encouraging tolerance of diversity in a pluralistic society and for nurturing and protecting democratic values and institutions.*
- (h) The history of African Americans, including the history of African peoples before the political conflicts that led to the development of slavery, the passage to America, the enslavement experience, abolition, and the*

contributions of African Americans to society. Instructional materials shall include the contributions of African Americans to American society.

(i) The elementary principles of agriculture.

(j) The true effects of all alcoholic and intoxicating liquors and beverages and narcotics upon the human body and mind.

(k) Kindness to animals.

(l) The history of the state.

(m) The conservation of natural resources.

(n) Comprehensive health education that addresses concepts of community health; consumer health; environmental health; family life, including an awareness of the benefits of sexual abstinence as the expected standard and the consequences of teenage pregnancy; mental and emotional health; injury prevention and safety; nutrition; personal health; prevention and control of disease; and substance use and abuse.

(o) Such additional materials, subjects, courses, or fields in such grades as are prescribed by law or by rules of the State Board of Education and the district school board in fulfilling the requirements of law.

(p) The study of Hispanic contributions to the United States.

(q) The study of women's contributions to the United States.

(r) The nature and importance of free enterprise to the United States economy.

(s) A character-development program in the elementary schools, similar to Character First or Character Counts, which is secular in nature. Beginning in school year 2004-2005, the character-development program shall be required in kindergarten through grade 12. Each district school board shall develop or adopt a curriculum for the character-development program that shall be submitted to the department for approval. The character-development curriculum shall stress the qualities of patriotism; responsibility; citizenship; kindness; respect for authority, life, liberty, and personal property; honesty; charity; self-control; racial, ethnic, and religious tolerance; and cooperation.

(t) In order to encourage patriotism, the sacrifices that veterans have made in serving our country and protecting democratic values worldwide. Such instruction must occur on or before Veterans' Day and Memorial Day. Members of the instructional staff are encouraged to use the assistance of local veterans when practicable.

Any student whose parent makes written request to the school principal shall be exempted from the teaching of reproductive health or any disease, including HIV/AIDS, its symptoms, development, and treatment. A student so exempted may not be penalized by reason of that exemption. Course descriptions for comprehensive health education shall not interfere with the local determination of appropriate curriculum which reflects local values and concerns.

Specifics on courses and/or time requirements are outlined below and/or those approved annually in accordance with each individual school Course of Study.

APPENDIX B: High School Graduation Requirements

*Additional information on each cohort's graduation requirements can be found at
<https://www.fldoe.org/bij/studentpro/grad-require.asp>*



Suwannee County
School Districts

Elementary

Student Progression Plan

20143-20154

FOREWORD

It is the intent of the Suwannee County School Board that each student's progression from one grade to another be determined, in part, upon satisfactory performance in reading, writing, science, and mathematics; that district school board policies facilitate student achievement; that each student and his or her parent be informed of that student's academic progress; and that students have access to educational options that provide academically challenging coursework or accelerated instruction pursuant to s. 1002.3105.

This Suwannee County Student Progression Plan has been established to provide for a comprehensive plan for student progression in order to:

- Provide standards for evaluating each student's performance, including how well he or she masters the performance standards approved by the State Board of Education.*
- Provide specific levels of performance in reading, writing, science, and mathematics for each grade level, including the levels of performance on statewide assessments as defined by the commissioner, below which a student must receive remediation or be retained within an intensive program that is different from the previous year's program and that takes into account the student's learning style.*
- Provide appropriate alternative placement for a student who has been retained 2 or more years.*
- List the student eligibility and procedural requirements established by the school district for whole-grade promotion, midyear promotion, and subject-matter acceleration that would result in a student attending a different school, pursuant to s. 1002.3105(2)(b).*
- Notify parents and students of the school district's process by which a parent may request student participation in whole-grade promotion, midyear promotion, or subject-matter acceleration that would result in a student attending a different school, pursuant to s. 1002.3105(4)(b)2.*
- Advise parents and students that additional ACCEL options may be available at the student's school, pursuant to s. 1002.3105.*
- Advise parents and students to contact the principal at the student's school for information related to student eligibility requirements for whole-grade promotion, midyear promotion, and subject-matter acceleration when the promotion or acceleration occurs within the principal's school; virtual instruction in higher grade level subjects; and any other ACCEL options offered by the principal, pursuant to s. 1002.3105(2)(a).*
- Advise parents and students to contact the principal at the student's school for information related to the school's process by which a parent may request student participation in whole-grade promotion, midyear promotion, and subject-matter acceleration when the promotion or acceleration occurs within the principal's school; virtual instruction in higher grade level subjects; and any other ACCEL options offered by the principal, pursuant to s. 1002.3105(4)(b)1.*
- Advise parents and students of the early graduation options under s. 1003.4281.*
- List, or incorporate by reference, all dual enrollment courses contained within the dual enrollment articulation agreement established pursuant to s. 1007.271(21).*
- Provide instructional sequences by which students in kindergarten through high school may attain progressively higher levels of skill in the use of digital tools and applications. The instructional sequences*

must include participation in curricular and instructional options and the demonstration of competence of standards required pursuant to ss. 1003.41 and 1003.4203 through attainment of industry certifications and other means of demonstrating credit requirements identified under ss. 1002.3105, 1003.4203, 1003.428, and 1003.4282.

The plan has been created to ensure that the required program of study, placement, promotion, reporting, retention, and assessment procedures are equitable and comprehensive, thereby providing accountability for all students.

Various requirements have been given greater visibility in the Suwannee County School Board Policy Manual and by specific reference are included as part of this required Student Progression Plan. The policy manual and this progression plan are both available online at www.suwannee.k12.fl.us.

The Superintendent shall be responsible for preparation and annual updating of plans and procedures to implement an instructional program in the district's schools which promotes mastery of Florida Standards in reading, language arts, mathematics, science, social studies, the arts, health and physical education, and foreign language. The Student Progression Plan will provide assurance that all students within the Suwannee County Public Schools who have not demonstrated proficiency of performance standards in reading, writing, science, and mathematics shall receive appropriate instruction and that all students who receive a diploma shall have met and/or exceeded all the requirements mandated by the State of Florida and by the School Board.

Contents

FOREWORD.....	2
Contents.....	4
I. <i>ADMISSION, PLACEMENT, TRANSFERS and ATTENDANCE</i>	11
A. <i>Admission</i>	11
1. <i>Admission Requirements</i>	11
B. <i>Placement</i>	11
1. <i>Responsibility for Placement in Grades K-5 (1003.21 (2) F.S.)</i>	11
2. <i>Vertical Placement Collaboration</i>	11
3. <i>Kindergarten Initial Placement and Admission Criteria</i>	11
4. <i>Grade 1 Initial Placement and Admission Criteria</i>	12
5. <i>Grades 2 - 5 Initial Placement</i>	12
6. <i>Placement of Retained Students</i>	13
7. <i>Placement within a School</i>	13
8. <i>Placement for Students with Disabilities enrolled in Exceptional Student Education (ESE)</i>	13
9. <i>Placement of English Language Learners</i>	13
10. <i>Requirements for Information Prior to Placement</i>	14
11. <i>Placement for Dependent Children of Military Personnel</i>	14
12. <i>Placement in Virtual Instruction - Suwannee Virtual School (SVS) or Other State Approved Virtual Providers</i>	15
13. <i>Placement of Students on Community Control</i>	16
14. <i>Parent or Guardian Role with Placement Decisions</i>	16
15. <i>Placement of Home, Charter and Private Education Students</i>	16
16. <i>Placement of Home Education Students on a Part-Time Basis</i>	17
17. <i>Initial Placement of Homeless Students</i>	17
C. <i>Transfers</i>	18
D. <i>Attendance</i>	18
II. <i>SPECIAL PROGRAMS</i>	18
A. <i>Home Education Student Participation in Public Schools</i>	19
B. <i>Hospital /Homebound</i>	19
C. <i>Virtual Education 1001.42 (23) F.S.</i>	19
III. <i>CURRICULUM AND INSTRUCTION</i>	20
A. <i>General Program Requirements</i>	20

B. Reading Instruction.....	20
1. Daily Elementary Reading Block Instruction.....	20
2. Instruction in the Comprehensive Core Reading Program (CCRP)/Supplemental Intervention Reading Program (SIRP).....	20
3. Use of Accelerated Reader (AR)	20
4. Intensive Intervention.....	21
6A-6.054 K-12 Student Reading Intervention Requirements.....	21
C. Third Grade Reading.....	22
18. Mandatory Retention for Level 1 FCAT /FSA Reading in Grade 3 and Good Cause Exemptions 1008.25 (5)(b), (6)(b) F.S., SB Rule 6A-1.094221 F.A.C.....	22
2. Alternate Assessment Criteria for Grade 3 Students for Good Cause Exemption	24
3. Parent or Guardian Notification of Student Retention in Grade 3	25
D. Physical Education Requirements	29
E. Honor Roll	29
IV. PROMOTION, ACCELERATION and RETENTION 1008.25 F.S.....	29
A. Promotion.....	29
1. Student Progression from One Grade to Another	29
2. No Social Promotion/Administrative Placement 1008.25 (6) (a) F.S.	30
3. Promotion under Unique Circumstances	30
4. Promotion of Late-in-the-Year Transfer Students	30
5. Promotion of Students in Grades K-2	30
6. Promotion of Students in Grades 3-5	31
7. Promotion of Students with Disabilities in the Exceptional Student Education Program.....	31
8. Promotion of English Language Learners (ELLs) in Grades K-5	31
9. Mid-Year Promotion of Retained Students in K-5 – General Comments	31
B. Acceleration 1003.4295, F.S.	32
1. Promotion by Acceleration in Grades K-5.....	32
C. Retention 1008.25 (2) (c) F.S.	34
1. Guidelines for Retention of Students in Grades K-5 1008.25 (4) (c) F.S.....	34
V. ASSESSEMENT 1008.25 (4) (a) F.S.	35
A. State Assessments for Elementary Students.....	35
B. State Assessment and Promotion and Retention	36
C. Florida Kindergarten Readiness Survey (FLKRS) 1002.69 (1) F.S.....	36
D. Assessment of Reading Ability of K-3 Students 1002.20 F.S.	36

E.	Assessment of Students with Disabilities enrolled in Exceptional Student Education	36
F.	Assessment of English Language Learners (ELL).....	37
G.	Assessment Opportunities for Home Education Students	37
H.	Assessment Opportunities for Private School Students	37
I.	Assessment of New Students.....	37
VI.	REMEDATION AND PROGRESS MONITORING 1008.25 (4) (b) F.S.	37
A.	Required Remediation through Progress Monitoring and a Multi-Tiered System of Supports (MTSS)	38
B.	Reading Remediation Requirements – Progress Monitoring for Students with Reading Deficiencies in K- 5 1008.25 (5) (a) F.S.....	39
1.	Content of Remedial Instruction.....	39
2.	Duration of Remediation.....	39
3.	Parent or Guardian Refusal for Remediation through Progress Monitoring and a Multi-Tiered System of Supports (MTSS).....	39
4.	Allocation of Remedial Resources 1008.25 (3) (a) (3) (b) F.S.	39
C.	Levels of Performance For Retention/Remediation.....	40
VII.	GRADING AND REPORTING PROCEDURES 1003.33 F.S.	41
A.	The Importance of Grading.....	41
B.	Summative Assessments.....	42
C.	Formative Assessments	42
D.	Report Cards	42
E.	Students Working on Grade Level in Grades K-5	43
F.	Grading Scale.....	43
G.	Student Progress to Parents	44
VIII.	Virtual Instruction Program	46
A.	Florida Virtual School (FLVS): Part-time.....	46
B.	Other District Approved Virtual Instruction Program(s): Full-time	46
IX.	EXCEPTIONAL STUDENT EDUCATION	47
A.	Eligibility and Programs.....	47
B.	Student Performance Goals and Objectives	48
C.	Curriculum and Instruction	48
D.	Reporting Student Progress.....	49
E.	Assessment of Student Performance.....	49
1.	State and District Assessment	50
a.	Alternate Assessment Guidelines	51

C. Standards and Promotion Criteria	52
D. Graduation Requirements - Standard Diploma	53
E. Graduation Requirements - Special Diploma.....	54
F. Types of Certificates	55
1. Certificate of Completion	55
2. Special Certificate of Completion	55
ENGLISH for SPEAKERS of OTHER LANGUAGES (ESOL)	55
A. Placement.....	55
B. Assessment, Retention and Promotion.....	56
1. Assessment.....	56
2. Retention	56
3. Promotion in Grade 12 1003.433 (3) F.S.	56
C. Awarding of Credit.....	56
APPENDIX: Required instruction (1003.42 F.S.)	57
H. Elementary Level Curriculum (K-5)	57
FOREWORD.....	2
Contents.....	4
I. ADMISSION, PLACEMENT, TRANSFERS and ATTENDANCE	8
A. Admission	8
1. Admission Requirements.....	8
B. Placement.....	8
1. Responsibility for Placement in Grades K-5 (1003.21 (2) F.S.).....	8
2. Vertical Placement Collaboration.....	8
3. Kindergarten Initial Placement and Admission Criteria	8
4. Grade 1 Initial Placement and Admission Criteria.....	9
5. Grades 2-5 Initial Placement	9
6. Placement of Students Retained in Grade 3.....	10
7. Placement within a School	10
8. Placement for Students with Disabilities enrolled in Exceptional Student Education (ESE)	10
9. Placement of English Language Learners.....	10
10. Alternative Instruction for Students Retained Two or More Years.....	10
11. Requirements for Information Prior to Placement	11
12. Placement for Dependent Children of Military Personnel	11
13. Placement in Suwannee Virtual School (SVS) or Florida Virtual School (FLVS).....	12

14. Placement of Students on Community Control	13
15. Parent or Guardian Role with Placement Decisions	13
16. Placement of Home, Charter and Private Education Students	13
17. Placement of Home Education Students on a Part Time Basis	14
18. Initial Placement of Homeless Students	14
C. Transfers	15
D. Attendance	15
II. SPECIAL PROGRAMS	15
A. Home Education Student Participation in Public Schools	15
B. Hospital/Homebound	16
C. Virtual Education 1001.42 (23) F.S.	16
III. CURRICULUM AND INSTRUCTION	16
A. General Program Requirements	16
B. Reading Instruction	17
1. Daily Elementary Reading Block Instruction	17
2. Instruction in the Comprehensive Core Reading Program (CCRP)/Supplemental Intervention Reading Program (SIRP)	17
3. Use of Accelerated Reader (AR)	17
4. Intensive Intervention	17
6A 6.054 K-12 Student Reading Intervention Requirements	18
C. Third Grade Reading	18
1. Mandatory Retention for Level 1 FCAT Reading in Grade 3 and Good Cause Exemptions 1008.25 (5)(b), (6)(b) F.S., SB Rule 6A-1.094221 F.A.C.	18
2. Alternate Assessment Criteria for Grade 3 Students for Good Cause Exemption	20
3. Parent or Guardian Notification of Student Retention in Grade 3	21
D. Physical Education Requirements	25
E. Honor Roll	25
IV. PROMOTION, ACCELERATION and RETENTION 1008.25 F.S.	25
A. Promotion	25
1. Student Progression from One Grade to Another	25
2. No Social Promotion/Administrative Placement 1008.25 (6) (a) F.S.	26
3. Promotion under Unique Circumstances	26
4. Promotion of Late in the Year Transfer Students	26
5. Promotion of Students in Grades K-2	26

6. Promotion of Students in Grades 3-5	27
7. Promotion of Students with Disabilities in the Exceptional Student Education Program	27
8. Promotion of English Language Learners (ELLs) in Grades K-5	27
9. Mid-Year Promotion of Retained Students in K-5 – General Comments	27
B. Acceleration 1003.4295, F.S.	28
1. Promotion by Acceleration in Grades K-5	28
C. Retention 1008.25 (2) (c) F.S.	30
1. Guidelines for Retention of Students in Grades K-5 1008.25 (4) (c) F.S.	30
V. ASSESSEMENT 1008.25 (4) (a) F.S.	31
A. State Assessments for Elementary Students	31
B. FCAT and Promotion and Retention	31
C. Florida Kindergarten Readiness Survey (FLKRS) 1002.69 (1) F.S.	32
D. Assessment of Reading Ability of K-3 Students 1002.20 F.S.	32
E. Assessment of Students with Disabilities enrolled in Exceptional Student Education	32
F. Assessment of English Language Learners (ELL)	32
G. Assessment Opportunities for Home Education Students	33
H. Assessment Opportunities for Private School Students	33
I. Assessment of New Students	33
VI. REMEDIATION AND PROGRESS MONITORING 1008.25 (4) (b) F.S.	33
A. Required Remediation through Progress Monitoring and a Multi-Tiered System of Supports (MTSS)	34
B. Reading Remediation Requirements – Progress Monitoring for Students with Reading Deficiencies in K-5 1008.25 (5) (a) F.S.	34
1. Content of Remedial Instruction	35
2. Duration of Remediation	35
3. Parent or Guardian Refusal for Remediation through Progress Monitoring and a Multi-Tiered System of Supports (MTSS)	35
4. Allocation of Remedial Resources 1008.25 (3) (a) (3) (b) F.S.	35
C. Levels of Performance For Retention/Remediation	36
VII. GRADING AND REPORTING PROCEDURES 1003.33 F.S.	37
A. The Importance of Grading	37
B. Summative Assessments	38
C. Formative Assessments	38
D. Report Cards	38
E. Students Working on Grade Level in Grades K-5	39

F. Grading Scale.....	39
G. Student Progress to Parents.....	39
VIII. Virtual Instruction Program.....	41
A. Florida Virtual School (FLVS): Part time.....	41
B. Other District Approved Virtual Instruction Program(s): Full time.....	41
IX. Students in Exceptional Student Education Programs.....	42
A. General Procedures for Student Progression Decisions for Exceptional Student Education.....	42
B. Student Performance Goals and Objectives.....	42
C. Assessment of Student Performance.....	43
1. State and District Assessment.....	43
a. Alternate Assessment Guidelines.....	44
C. Standards and Promotion Criteria.....	45
D. Report of Student Progress.....	46
1. Class/Course Reports.....	46
2. IEP Goals and Objective Progress and Reports.....	46
E. Graduation Requirements – Standard Diploma.....	46
F. Graduation Requirements – Special Diploma.....	47
G. Types of Certificates.....	48
1. Certificate of Completion.....	48
2. Special Certificate of Completion.....	48
APPENDIX: Required instruction (1003.42 F.S.).....	49
A. Elementary Level Curriculum (K-5).....	49

ELEMENTARY SCHOOL STUDENT PROGRESSION (GRADES K-5)

I. ADMISSION, PLACEMENT, TRANSFERS and ATTENDANCE

A. Admission

1. Admission Requirements

The ~~2013-2014~~2014-2015 Suwannee County Schools Enrollment packet is available online at www.suwannee.k12.fl.us.

The enrollment packets are located on the home page of the website, and it can also be found at all school locations.

B. Placement

1. Responsibility for Placement in Grades K-5 (1003.21 (2) F.S.)

State law places the responsibility for the placement of students with the school district. In accordance with state statute 1012.28 (5) F.S., the Superintendent has designated the principal of the school as the final authority in the placement of students in programs or classes. Parents or guardians may discuss a placement with school officials and ask for an explanation of the placement, and they may review the evidence the school used to make the placement. Parents or guardians cannot determine a student's placement, unless otherwise provided by law, as in the case of a placement in a program for exceptional students or a dropout prevention program. No student may be assigned to a grade level based solely on age or other factors that constitute social promotion.

The statewide kindergarten screening will be administered to each kindergarten student in the district within the first 30 school days of each school year.

2. Vertical Placement Collaboration

Due to the configuration of the Live Oak Elementary Schools, the administration teams from each feeder school will assist in student placement. The feeder school will provide academic and behavioral data from the previous year for the incoming students.

3. Kindergarten Initial Placement and Admission Criteria

Prior to placement in first grade, a student is required to be 5 years old on or before September 1.

When a student is transferring from another state and the student does not meet the regular age requirement, that student shall be admitted under the same age requirements established in the State in which the student resided under the condition that:

- the parent must demonstrate legal residency of the state from which they are transferring,*
- a record of attendance, academic information and grade placement,*

- evidence of immunization against communicable diseases,
- evidence of date of birth
- evidence of medical examination completed within the last twelve (12) months. Students must satisfy all health requirements established by the school Board prior to school admission.

4. Grade 1 Initial Placement and Admission Criteria

Prior to placement in first grade, a student is required to meet the following criteria: 1003.21 2(b) F.S.

- Students must be 6 years old on or before September 1 and
- Students must have satisfactorily completed kindergarten
- Students must satisfy all health requirements established by the School Board prior to school admission.

The student who has satisfactorily completed a non-public kindergarten program must provide evidence, such as the following:

- report card or transcript reflective of the child's satisfactory completion of kindergarten or
- letter from the principal or director of the school certifying the child's satisfactory completion of a kindergarten program or
- evidence of a home-school program.

A first-grade student who transfers from an out-of-state school and does not meet age requirements for Florida public schools must satisfy the following:

- meet age requirements for public schools within the state from which the student is transferring and
- have academic credit for completing kindergarten that is acceptable under the rules of the School Board.

In addition, the parent must provide all of the following:

- official school records which show attendance, academic information and grade placement in first grade,
- evidence of residence,
- evidence of immunization,
- evidence of date of birth, and
- evidence of medical examination completed within the last twelve months.

5. Grades 2 - 5 Initial Placement

Students who meet the criteria for admission or transfer shall progress according to the district's Student Progression Plan. Consistent with school board rules and in accordance with state statute 1012.28 (5) F.S., the Superintendent has designated the principal of the school as the final authority in the placement of students.

The grade placement of any student transferring from out-of-state into grades 2–5 shall be determined by the principal (or designee) of the receiving school. The student must satisfy the following requirements:

- age requirement for public schools within the state from which the student is transferring and
- academic credit that is acceptable under the rules of the School Board.

In addition, the parent must provide all of the following:

- official school records which show attendance, academic information and grade placement,
- evidence of residence,

- evidence of immunization,
- evidence of date of birth, and
- evidence of medical examination completed within the last twelve months.

6. Placement of ~~Students Retained in Grade 3~~ Retained Students

Students who have been retained in grade 3 and have received intensive instructional services ~~but are still not ready for grade promotion shall~~ shall be provided the option of being placed in a transitional instructional setting. Such setting shall be designed to produce learning gains sufficient to meet ~~grade 4~~ the next grade level performance standards while continuing to remediate the areas of reading proficiency. A ~~third/fourth grade combination class~~ is one method of transitional setting.

Students will not be retained in third grade more than one time.

Students who have been retained in grade 3 must be placed with a highly effective teacher as determined by the teacher's performance and the class may have a reduced student teacher ratio.

7. Placement within a School

In accordance with state statutes, placement of a student that involves movement within a school shall be the responsibility of the principal or his/her designee.

8. Placement for Students with Disabilities enrolled in Exceptional Student Education (ESE)

ESE students shall be placed in appropriate courses as dictated by their Individual Education Plan (IEP). Specially designed instruction will be provided by an ESE teacher or other service provider in the Least Restrictive Environment (LRE) as determined by the IEP team. In most cases, this will be in the regular education classroom with their non-disabled peers but some with disabilities ESE students may require instruction in a separate environment for some portion of the day.

9. Placement of English Language Learners

English Language Learners (ELLs) shall be placed in appropriate courses designed to provide ESOL instruction in English and the basic subject areas of mathematics, science, social studies and computer literacy.

The ELL Committee, which is composed of the principal or designee, an ESOL/language arts teacher, the school counselor, and any other instructional personnel responsible for the instruction of English Language Learners, shall make recommendations concerning the appropriate placement, promotion and retention of English Language Learners. A parent or guardian of any students being reviewed shall be invited to participate in the meetings.

Criteria to be utilized in making appropriate placement decisions include:

- academic performance and progress of a student based on formal and/or alternative assessments in English and/or the student's native language,
- progress, attendance and retention reports, and
- number of years the student has been enrolled in the ESOL Program.

The Suwannee County School District ESOL Plan may be accessed under English for Speakers of Other Languages (ESOL) at:

10. Alternative Instruction for Students Retained Two or More Years

An appropriate alternative curriculum with intensive reading instruction and an altered instructional day will be considered for a student who has been retained two (2) or more years including students in grade 3 promoted for good cause. The District Progress Monitoring Plan includes specialized diagnostic information and specific reading strategies for each student.

The district school board shall assist schools and teachers to implement reading strategies that research has shown to be successful in improving reading among low performing readers.

11.10. Requirements for Information Prior to Placement

Each student at the time of initial registration for school placement must note previous school expulsions, arrests resulting in a charge, arrests pending, and juvenile justice actions the student has had. Suwannee County Schools have the authority to will honor the final order of expulsion or dismissal of a student by any in-state or out-of-state public district school board, private school or lab school, for an act which would have been grounds for expulsion according to the SCSB Policy, according to the following procedures:

- A final order of expulsion shall be recorded in the records of the receiving school*
- The expelled student applying for admission to the receiving school shall be advised of the final order of expulsion*

The superintendent or designee may recommend to the School Board that the final order of expulsion be waived and the student be admitted to the school district, or that the final order of expulsion is honored and the student not be admitted to the school district. If the student is admitted by the School Board, with or without the recommendation of the district school superintendent, the student may be placed in an appropriate educational program at the direction of the School Board.

12.11. Placement for Dependent Children of Military Personnel

Application of Interstate Compact on Educational Opportunity for Military Children

This section is provided to remove barriers to educational success imposed on children of military families because of frequent moves and deployment of their parents. This section is applicable to the children of members of the uniformed services who:

- are active-duty, including members of the National Guard and Reserve on active-duty orders,*
- are severely injured and medically discharged or retired -for a period of one year*
- die on active duty or as a result of injuries sustained on active duty - for a period of one year after death.*

This section does not apply to the children of:

- inactive members of the National Guard and military reserves*
- members of the uniformed services now retired (except as stated)*
- veterans of uniformed services (except as stated)*
- other United States Department of Defense personnel and other federal agency civilian and contract employees not defined as active-duty members of the uniformed services.*

This section provides that students who meet the above conditions are assured the following:

- If an entering student's parents cannot produce an official set of educational records for enrollment, the student shall enroll and be appropriately placed based on the information in unofficial records pending validation of the official records as soon as possible.*
- A student who is transferring shall be provided a set of unofficial records in order to enroll under the provisions of this policy by the receiving educational agency.*
- Students who transfer during the school year shall be placed in courses and/or programs based on the student's enrollment in the sending state school or educational assessments conducted at the school in the sending state, if the courses are offered. The school in the receiving state is not precluded from performing subsequent evaluations to ensure appropriate placement and continued enrollment of the student in the courses and or programs. Such programs include, but are not limited to: Gifted and talented programs and English as a second language.*

13.12. Placement in Virtual Instruction - Suwannee Virtual School (SVS) or Florida Virtual School (FLVS) or Other State Approved Virtual Providers

Section 1003.498, F.S., establishes virtual school as an educational choice and an acceleration option for students. SVS is the provider of first choice for virtual instruction; however, for situations in which SVS cannot fulfill the need, students may qualify to access the services of FLVS or another state approved provider. Students with limited or no access to a specific course are given priority for enrollment. Virtual instruction SVS/FLVS may be appropriate for students with medical or behavior issues that may limit success in the traditional classroom, students who need single subject acceleration, or for students needing a more flexible schedule due to training or other extra-curricular endeavors. Parents should confer with the counselor to determine whether the course selected is appropriate for the student based on the student's academic history.

District students must meet at least one of the eligibility requirements designated in section 1002.455, F.S. to take these courses. These requirements include:

- The student spent the prior year in a Florida public school and was reported for funding in the October and February full-time equivalent (FEFP) surveys.*
- The student is a military dependent who moved to Florida within the last 12 months.*
- The student was enrolled in district virtual instruction programs or Florida Virtual School's full-time public school program the previous year.*
- The student has a sibling who is currently enrolled in a virtual instruction program and was also enrolled at the end of the previous year.*
- The student is eligible to enter kindergarten or first grade.*

Eligible students may enroll in a virtual course offered by any other school district in the state if the student does not have access to the course in Suwannee County School District, pursuant to Section 1003.498, F.S.

When these students seek to enroll in an online course offered by another district, both districts should be involved in the enrollment process and acknowledge the requirements related to eligibility and funding before the student is allowed to enroll in the course. Enrollment guidance is available from the SVS Curriculum Coordinator 386-647-4623.

For information on students taking middle school courses through virtual instruction, SVS/FLVS, see Acceleration.

Principals and school counselors will determine if placement in a SVS/FLVS course virtual instruction is appropriate academically for the student based on course prerequisites, the student's academic history, age and appropriateness of the course for students.

Enrollment in virtual school must be approved by the student's school counselor prior to the start of a new semester. Students that have previously enrolled in a virtual course and did not successfully complete will not be approved for another virtual course until the next school year.

Schools may not deny placement in a SVS/FLVS virtual course offered for a student when the Principal and/or school counselor indicates that placement in an SVS/FLVS virtual course is appropriate, even if the school offers the same course. However, once a semester has begun and the regular drop period has passed a student may not withdraw from a school course to enroll in the same course online. Students may not simultaneously be placed in the same course concurrently at a district school and at SVS/FLVS a virtual school. Schools shall make every effort for a student to access SVS/FLVS virtual coursework on site before, during or after the school day, for a student school counselor indicates that placement in an SVS/FLVS course is appropriate.

Additional information is available in the Florida Public Virtual Schools Question and Answers, available at the FDOE Virtual Instruction webpage <http://www.fldoe.org/Schools/virtual-schools>. In addition, Suwannee County School District Virtual School information is available at <http://www.suwannee.k12.fl.us>.

14.13. Placement of Students on Community Control

For information regarding procedures when students are placed on community control please refer to Florida Statute 948.101, Terms and Conditions of Community Control and Florida Statute 948.03, Terms and Conditions of Probation. Florida Statute 948.03 specifically states that the court shall determine the terms and conditions of probation. Conditions specified in this section do not require oral pronouncement at the time of sentencing and may be considered standard conditions of probation. These conditions may include that the probationer or offender in community control shall:

- report to the probation and parole supervisors as directed, and*
- permit such supervisors to visit him or her at his or her home or elsewhere.*

15.14. Parent or Guardian Role with Placement Decisions

State law (1012.28 F.S.) provides the authority for placement of students with the school district. Placement is based on professional educators' evaluations of how well the student is meeting the levels of performance for student progression. Such evaluations take into account whether or not the student has the knowledge and skills to move on successfully to the more difficult work of the next grade or course. Parents or guardians may discuss a placement with school officials and ask for an explanation of the placement, and they may review the evidence the school used to make the placement. However, the final placement decision is made by the school district. The Superintendent has designated the principal of the school as the final authority in the placement of students in programs or classes.

16.15. Placement of Home, Charter and Private Education Students

Students seeking initial elementary school placement transferring from a home school, charter school or private school shall be reviewed by the local school to determine the most appropriate grade placement. Criteria to be considered may include age and maturity, standardized achievement test results, state assessments, progress as it relates to Florida Standards and previous records from public and private schools and evidence from the student's portfolio of work and achievement while in home, charter, or private school.

Placement is not based solely on the recommendation of the private school, charter school or home educator.

Consistent with school board rules and in accordance with state statute 1012.28 (5) F.S., the Superintendent has designated the principal of the school as the final authority in the placement of students in programs or classes. The placement decision is subject to review and revision after school personnel have had the opportunity to observe the student's work.

A four to six week screening period is allowed from the time of enrollment in order to obtain the necessary data for the most appropriate placement. Attention is paid to the following: health and physical development, emotional behaviors, social interactions, independent performance, communication competence, cognitive development, previous learning records, family data and family preference.

Until a screening is completed, children who are five or six years old are temporarily placed according to the legal requirements outlined in statute. (See Kindergarten or First Grade Initial Placement and Admission Criteria on pages 8-9)

Prior to placement students must provide:

- *a record of attendance, academic information and grade placement,*
- *evidence of immunization against communicable diseases,*
- *evidence of date of birth*
- *evidence of medical examination completed within the last twelve (12) months. Students must satisfy all health requirements established by the school Board prior to school admission.*

17.16. *Placement of Home Education Students on a Part-Time Basis*

Home education students whose programs are registered with the district may request to enroll on a part-time basis at their home-zoned school for courses for which vacant seats exist upon approval by the principal. Home School Students may enroll and participate in district course offerings up to, but not more than half-time (.5 FTE).

Should a part-time home education student wish to enroll full-time at the school, grade placement shall be determined by school personnel as stipulated above.

Home school students taking courses in a public school must complete and satisfy all registration admission paperwork and health requirements.

Students must comply with district disciplinary and attendance policies in the current Student Code of Conduct.

18.17. *Initial Placement of Homeless Students*

A homeless student is defined as a child or youth who:

- *shares the housing of other persons due to loss of housing, economic hardship, or a similar reason,*
- *lives in motels, travel trailer parks, or camping grounds due to the lack of alternative adequate accommodations, or emergency or transitional shelters,*
- *is abandoned in hospitals or awaiting foster care placement, or*
- *lives in cars, parks, public spaces, abandoned buildings, bus or train stations, or similar settings.*

The Suwannee County School District adheres to the McKinney-Vento Homeless Education Assistance Improvements Act of 2001. Homeless students shall be permitted to enroll in Suwannee County Schools. They shall not be placed in a separate school or program within a school based on their homeless status, and shall be provided services comparable to those offered to other students enrolled in the school.

It is the responsibility of the enrolling school to contact immediately the school last attended by the homeless student to obtain relevant records. If the student needs to obtain immunization records, the enrolling school shall refer immediately the student to the school nurse for assistance.

A homeless student shall be permitted to enroll immediately, even if the student is unable to produce records normally required for enrollment. This includes, but is not limited to, records such as previous academic records, medical and immunizations records, and proof of residency. For more information, please visit <http://suwannee.schooldesk.net/Departments/FederalPrograms/TitleXHomelessEducation/tabid/19532/Default.aspx>

Homeless children must have access to a free public education and must be admitted to school in the school district in which they or their families live. A homeless child shall be granted a temporary exemption from entrance requirements for 30 school days.

C. Transfers

Transfer students shall be placed in a specific class or grade on a temporary basis pending receipt of all required elements. If records that arrive after initial placement indicate a student should have been placed in a different class, grade or program, the principal shall make the determination of appropriate placement based on all factors.

D. Attendance

Mandatory School Attendance 1003.21 F. S.

Children who will have attained the age of 5 years on or before September 1 of the school year are eligible for admission to kindergarten during that school year. All students who have attained the age of 6 years or who will have attained the age of 6 years by February 1 of any school year or who are older than 6 years of age but who have not attained the age of 16 years, except as otherwise provided, are required to attend school regularly during the entire school term. For specific information about attendance, please see the Student Code of Conduct on the district website:

English Version: <http://suwannee.schooldesk.net/Portals/Suwannee/District/docs/Student%20Services/2014-2015%20Code%20of%20conduct.pdf>

Spanish Version: <http://suwannee.schooldesk.net/Portals/Suwannee/District/docs/Student%20Services/2014-2015%20Spanish%20Code%20of%20conduct.pdf><http://suwannee.schooldesk.net/Portals/Suwannee/District/docs/Student%20Services/Student%20Conduct%20and%20Discipline%20Code%202013-14.pdf>

II. SPECIAL PROGRAMS

A. Home Education Student Participation in Public Schools

1006.15 F.S., 1002.41 F.S.

Students in home education programs may participate in public school interscholastic extracurricular activities.

However, public schools are under no obligation to provide home education students access to classes, programs, services, or other educational opportunities. Suwannee County Schools allows for part-time attendance of home school students in on-campus classes when space and scheduling provides the opportunity. See - Placement of Home Education students on a Part-Time Basis.

For more information, visit FLDOE Office of Independent and Parental Choice Website at

http://www.floridaschoolchoice.org/information/home_education/

To register for home education, contact the office of Home Education in the Suwannee County School District at

<http://suwannee.schooldesk.net/Departments/CurriculumInstructionAssessment/HomeSchoolInformation/tabid/14925/Default.aspx>

B. Hospital /Homebound

A homebound or hospitalized student is a student who has a medically diagnosed injury, a chronic physical/psychiatric condition, or has repeated intermittent illness due to a persisting medical problem. The condition, illness or medical problem confines the student to home or hospital and restricts activities for an extended period. A physician licensed in the state of Florida makes the medical diagnosis. "A physician licensed in the state of Florida" as used in this rule, is one who is qualified to assess the student's physical or mental condition. Students are dismissed from the program when the physician recommends that the student no longer requires participation in the program and is ready to return to school.

The minimum evaluation for determining eligibility is an annual medical statement, from a physician licensed in the state of Florida, including a description of the disabling condition or diagnosis with any medical implications for instruction. The report must state that the student is unable to attend school and gives an estimated duration of condition or prognosis. Students are eligible for services from their third birthday until they graduate (receive a standard diploma or G.E.D.) or until their 22nd birthday. An Individual Education Plan (IEP) shall be developed or revised prior to assignment to the homebound or hospitalized program placement.

Hospital/homebound students are eligible for ~~the~~ a FCAT-state assessment /FSA waiver only if they have been found eligible for special education services through an eligible disability program in addition to hospital/homebound.

C. Virtual Education 1001.42 (23) F.S.

As stipulated by the Florida K-20 Education Code (s.1002.20) parents or guardians have the right to choose educational options such as Suwannee Virtual School (SVS) or Florida Virtual School (FLVS) virtual education for their children. A student's full-time school may not deny access to courses offered by SVS or FLVS virtual education, assuming that the desired online course(s) is an appropriate course placement based on the student's academic

history, grade level, and age. Access to students shall be available during and after the normal school day. FLVS is available throughout the summer.

Additional information is available on the Suwannee Virtual School's homepage. <http://www.suwannee.k12.fl.us>

III. CURRICULUM AND INSTRUCTION

A. General Program Requirements

Each elementary school student shall be placed in classes appropriate to his or her developmental level and demonstrated mastery of the Florida Standards. The course of study in elementary school includes instruction in the four core academic areas of language arts, mathematics, science, and social studies. Elementary students also receive instruction in music, art, physical education and health, media/library skills, and technology. All instruction is centered on the benchmarks of the Florida Standards. Individual learning styles, interests and talents help determine students' learning paths while in elementary school. Required instruction (1003.42 F.S.) is detailed in the appendix.

Suwannee County School District provides a Character Education program to help students learn about trustworthiness, respect, fairness, responsibility, caring, and citizenship.

B. Reading Instruction

1. Daily Elementary Reading Block Instruction

Each elementary school shall provide all students a **minimum** of 90 minutes of daily, scientifically research-based reading instruction using the district adopted Comprehensive Core Reading Program (CCRP). The daily reading block shall follow the DOE template which includes a combination of large and small group instruction, guided and independent reading, and specific skill instruction based on student needs. Students at risk of retention/performing below grade level will be provided daily, intensive, accelerated reading instruction. Refer to <http://suwannee.schoolsdesk.net/Portals/Suwannee/District/docs/Curriculum/Reading%20Plan%202012-2013.pdf> the Suwannee County Schools state approved Reading Plan located at www.justreadflorida.com.

2. Instruction in the Comprehensive Core Reading Program (CCRP)/Supplemental Intervention Reading Program (SIRP)

All K-5 students shall participate in initial instruction using the CCRP. The CCRP curriculum shall use scaffolding to meet the needs of every student. Differentiated instruction served through SIRP reinforces initial instruction through remediation, acceleration, or enhancement. Students whose Individual Education Plan (IEPs) indicate that the CCRP is not appropriate shall receive instruction using other scientifically research-based reading materials identified in the district's Comprehensive Reading Plan and specified in the student's IEP based on the rigorous reading requirements.

3. Use of Accelerated Reader (AR)

The purpose of AR is to motivate students to read more books at an appropriate level of difficulty by using a point system tied to individual goals. The purpose is not to provide reading instruction but to increase personal reading time and reading skills.

4. Intensive Intervention

The Intensive Intervention shall: 1008.25 (7) (b) F.S.

- *be provided to all K-3 students at risk of retention as identified by the district's assessment system utilizing screening, diagnostic and progress monitoring instruments that measure phonemic awareness, phonics, fluency, oral language, vocabulary and comprehension,*
- *be provided during regular school hours in addition to the regular reading instruction, and*
- *provide a state-identified research-based reading curriculum.*

The curriculum must meet the following specifications:

- *assist students whose assessment indicate a reading deficiency in developing the ability to read at grade level,*
- *provide skill development in phonemic awareness, phonics, fluency, oral language, vocabulary and comprehension,*
- *provide scientifically-based and reliable assessment,*
- *provide initial and ongoing analysis of each student's reading progress,*
- *is implemented during regular school hours, and*
- *is based in core academic subjects to assist the student in maintaining or meeting proficiency levels for the appropriate grade in all academic subjects.*

In addition, SB 850, Section 22 amends 1008.25 F.S. to specify that:

- *The school must inform parents of third grade students of the portfolio option for promotion as soon as a reading deficiency is identified. A parent of a third grade student at risk of retention may request the school to immediately begin collecting evidence for a portfolio.*
- *Students promoted to fourth grade with good cause should be provided with intensive reading instruction that includes specialized diagnostic information and strategies to meet the needs of each student.*
- *A student may not be retained in grade three more than once.*

6A-6.054 K-12 Student Reading Intervention Requirements.

Pursuant to Section 1008.25, F.S., any elementary student who exhibits a substantial deficiency in reading based upon locally determined assessments, statewide assessments, or through teacher observations must be given intensive reading instruction immediately following the identification of the reading deficiency.

For elementary students not participating in the statewide reading assessment, substantial deficiency in reading must be defined by the district school board. For students required to participate in the statewide assessment, a substantial deficiency in reading is defined by scoring Level 1 or Level 2 on the Florida Comprehensive Assessment Test 2.0 (FCAT 2.0/FSA) Reading. Students who exhibit a substantial deficiency in reading must be provided with additional diagnostic assessments to determine the nature of the student's difficulty, the areas of academic need, and strategies for appropriate intervention and instruction. Schools must progress monitor students with a reading deficiency a minimum of three (3) times per year. This includes a baseline, midyear, and an end of the year assessment.

Immediate intensive intervention must be provided daily for all students who have been identified with a reading deficiency. This intervention must be in addition to or as an extension of the ninety (90) minute reading block in a smaller group size setting or one on one. The student must continue to be provided with intensive reading instruction until the reading deficiency is remedied.

C. Third Grade Reading

19.18. _____ Mandatory Retention for Level 1 FCAT /FSA Reading in Grade 3 and Good Cause Exemptions 1008.25 (5)(b), (6)(b) F.S., SB Rule 6A-1.09+221 F.A.C.

A grade 3 student scoring at Level 1 on the reading portion of the FCAT/FSA must be retained unless exempted from retention for good cause. Students qualifying for one of the following six good cause exemptions may be promoted.

Students promoted by Good Cause Exemption 1, 4, 5, ~~or 6~~ or 7 are, however, still required to attend the third grade summer reading program or an equivalent program.

a. Good Cause Exemption # 1 – ELL Students

English Language Learners (ELLs) who have had less than two (2) years of instruction in an English for Speakers of Other Languages (ESOL) program. Students promoted by this exemption are still required to attend the third grade summer reading program or an equivalent program.

b. Good Cause Exemption # 2 – Florida Alternate Assessment

Students with disabilities whose Individual Education Plans (IEP) indicate that participation in the statewide assessment program is inappropriate, consistent with requirements of State Board of Education Rule. These students are participating in the Florida Alternate Assessment. (FAA) as outlined in the assessment criteria. The third grade summer reading program is not required for these students.

c. Good Cause Exemption # 3 – Other Alternative Assessment

Students who demonstrate an acceptable level of performance (at grade level) on an alternate standardized reading assessment approved by the State Board of Education (at or above the 45th percentile on the SAT 10). The third grade summer reading program is not required for these students.

Alternate Assessment - Guidelines for Use

The standardized assessment to be used is the SAT 10 Reading Comprehension Subtest. For promotion, a student must score at or above the 45th percentile on the SAT 10. The earliest the alternate assessment may be administered is following the receipt of the grade 3 reading FCAT scores or during the last two weeks of school, whichever occurs first. Schools may also opt to administer the SAT 10 after the completion of the Summer Reading Program for the grade 3 students or after the beginning of the new school year using appropriate norms for the day of administration.

d. Good Cause Exemption # 4 - Portfolios

Students whose portfolios indicate they are reading on grade level as evidenced by demonstration of mastery of the Florida Standards in reading equal to at least a Level 2 performance on the FCAT. Students promoted by this exemption are still required to attend the third grade summer reading program or an equivalent program.

Portfolio Documentation - Guidelines for Use

To be accepted for meeting the portfolio option for demonstrating mastery of the required reading skills, the student portfolio must meet the following requirements:

- be selected by the student's teacher,*
- be an accurate picture of the student's ability and only include student work that has been **independently** produced in the classroom,*
- ~~include evidence that the benchmarks assessed by the grade 3 reading FCAT have been met. This includes multiple choice items and passages that are approximately 60% literary text and 40% information text, and that are between 100-700 words with an average of 500 words, and~~*
- be an organized collection of evidence of the student's mastery of the Florida Standards Benchmarks for Language Arts that are assessed by the state assessment for grade 3 reading FCAT. For each benchmark, there must be at least **three** demonstrations of mastery at 70% or above.*

e. Good Cause Exemption # 5 – Students with IEP/504 Plans

*Students with disabilities who participate in the FCAT or Florida Standards Assessments (FSA) and who have an IEP or 504 Plan that reflects the student has received intensive remediation in reading for more than two (2) years but still demonstrates a deficiency in reading AND was previously retained in kindergarten or grades 1, 2 or 3**

Students promoted by this exemption are still required to attend the third grade summer reading program or an equivalent program.

f. Good Cause Exemption # 6 – Previously Retained

Third grade students who have received intensive remediation in reading for two or more years but still demonstrate a deficiency in reading AND were previously retained in kindergarten or grades 1, 2 or 3 for a total of two years. A student may not be retained more than once in grade 3. Note: If promoted under this exemption, intensive reading instruction must include a modified instructional day using specialized diagnostic information and specific reading strategies that reflect a student's learning style. Students promoted by this exemption are still required to attend the third grade summer reading program or an equivalent program.

**Example: A student eligible for language services, with an IEP, who has been previously retained, and has received intensive remediation for more than two (2) years, MAY be considered for a Good Cause Exemption.*

g. Good Cause Exemption # 7 – Intensive Remediation

Students who received intensive remediation in Reading and English Language Arts, as application under S. 1008.22 for two or more years but still demonstrate a deficiency and who are previously retained in kindergarten, grade 1, grade 2, or grade 3 for a total of two years.

*Example: If a student has received reading intervention for two years but was not retained until third grade, and fails the state assessment for the second time, student may not be retained a second time. A student should not be retained more than once in the 3rd grade, regardless of the the reason.

Requests for good cause exemptions from the retention requirement for grade 3 students (1008.25 (6)(c) F.S.) must include:

- documentation submitted from the student's teacher to the principal indicating that the promotion of the student is appropriate and is based upon the student's academic record, progress monitoring data, the Individual Education Plan (IEP) if applicable, report card, and/or student portfolio, and
- discussion with the teacher by the school principal to review the recommendation and make the determination if the student should be promoted or retained.

If the school principal determines that the student should be promoted, the principal must submit the recommendation in writing to the superintendent. The superintendent shall accept or reject, in writing, the school principal's recommendation.

Note: The student portfolio and an alternative assessment are the two state approved options for good cause exemption and mid-year promotion. The student must be offered both options. However, the student must only demonstrate proficiency on **one** of the options in order to receive a good cause exemption or be promoted mid-year.

There are no other good cause exemptions beyond the six listed above. For instance, there is no good cause exemption for extenuating circumstances (family tragedy or similar event) for grade 3 students faced with the mandatory retention. If a student is promoted to grade 4 based on one of the good cause exemptions, that student's file shall be labeled "promotion for good cause" rather than "promoted."

2. Alternate Assessment Criteria for Grade 3 Students for Good Cause Exemption

A grade 3 student who scores at Level 1 on the grade 3 Reading FCAT-State Assessment may be promoted to grade 4 if the student demonstrates an acceptable level of performance on an alternate standardized reading assessment. The standardized assessment to be used in Suwannee County is the SAT 10. See Good Cause Exemption # 3.

Instruction for Students Promoted to Grade 4 by a Good Cause Exemption 1008.25 F.S.

Students promoted to grade 4 with a good cause exemption shall be provided with intensive reading instruction and intervention that includes socialized diagnostic information and strategies to meet the individual needs fo the student.

a. Assessment of Grade 3 Students Enrolling after FCAT-State Assessment

Students who enroll in grade 3 after the administration of the FCAT-State Assessment shall be assessed prior to the end of the year to determine if the student needs to repeat grade 3. Schools shall use the Reading Comprehension subtest of the SAT 10. The student must score at or above the 45th percentile on the SAT 10 or qualify for one of the six good cause exemptions to be promoted. Students who do not achieve the criterion score for promotion

shall be referred to the Intervention Team to determine if the preponderance of evidence indicates that retention is warranted. Summer Reading Program attendance is expected for students who do not meet the criterion score.

b. Retention of Grade 3 Students Transferring Late in the Year

Schools shall assess the reading proficiency of any grade 3 student transferring into the district to determine if remediation is appropriate. If a grade 3 student transfers in time to take the FCATFlorida Standards Assessment, the Reading FCATFLA score will be used in determining the student's retention or promotion. If the student enters after the administration of the FCATFlorida Standards Assessment, it is up to the school to assess the student's reading proficiency using the Reading Comprehension subtest of the SAT 10. The student who scores below the 45th percentile on the SAT 10 Reading Comprehension subtest will be considered for retention. Retention decisions must be based on more than a single test score. The FCATFlorida Standards Assessment is not the sole determiner of retention.

c. Required Portfolios for Students Retained in Grade 3

Each school shall prepare a reading portfolio for each student retained in grade 3 by the mandatory retention for reading requirement. The portfolio must contain evidence of mastery of benchmarks, other information to inform parent or guardian, and results of diagnostic assessments and progress monitoring. Every grade 3 student who may qualify for a promotion for good cause must have the opportunity to have a portfolio. If a portfolio already exists for a student, it can continue to be used.

3. Parent or Guardian Notification of Student Retention in Grade 3

Each school shall provide **written** notification to the parent or guardian of any student retained in grade 3 due to a reading deficiency as evidenced by not scoring a minimum Level 2 on the reading portion of the grade 3 FCATFlorida Standards Assessment, that his/her child has not met the proficiency level required for promotion, and the reason the child is not eligible for a good cause exemption. The notification shall include a description of proposed interventions and supports that will be provided to the child to remediate the identified areas of reading deficiency.

E. Intensive Interventions for Students Retained in Grade 3 1008.25 (7) (a) F.S.

A student retained in grade 3 by the mandatory retention for reading shall be provided intensive interventions in reading that address the student's specific reading deficiency, as identified by a valid and reliable diagnostic assessment administered as appropriate and necessary. The intensive interventions must include the following:

- effective, research-based instructional strategies provided daily,
- participation in the school's Summer Reading Program,* and
- appropriate teaching methodologies to assist the student in becoming a successful reader able to read at or above grade level and ready for promotion to the next grade.

**In order to opt out of this program, the parent or guardian must state their reasons in writing to the principal. For further information, please refer to the Comprehensive Reading Plan on the Suwannee County School District web site: <http://www.suwannee.k12.fl.us>*

F. Instructional Strategies for Students Retained in Grade 3 1008.25 (7) (b) (2) a-g F.S.

In addition to the required daily, uninterrupted reading block with a minimum of 90 minutes, students retained in grade 3 will benefit from additional strategies which may include, but are not limited to, the following:

- additional small group instruction,
- reduced teacher-student ratios,
- more frequent progress monitoring,
- tutoring or mentoring before, during, or after school,
- extended school day, week, or year,
- summer reading programs, and
- transition classes containing grade 3 and grade 4 students (when feasible). The purpose of a transitional setting is to produce learning gains sufficient to meet grade 4 performance standards while continuing to remediate areas of reading deficiency.

G. Differentiated Instruction in Mathematics for Students Retained in 3rd Grade for Reading Deficiencies

Students who are proficient in mathematics as evidenced by ~~an FCAT~~ a Florida Standards Assessment mathematics score of Level 3 or higher and who are retained in grade 3 for reading deficiencies shall be provided differentiated instruction in mathematics appropriate to their instructional level.

H. Instructional Options for Retained Grade 3 Students
(Mandatory Retention for Reading)

The district shall provide the parent or guardian of students retained in grade 3 by the mandatory retention for reading with at least one of the following instructional options in addition to required reading enhancement and acceleration strategies:

- Ssupplemental tutoring in scientifically research-based reading services in addition to the 90 minute
- Minimum daily uninterrupted literacy block, including tutoring before and/or after school,
- Opportunities to meet the responsibilities listed on the "Parent /Guardian Agreement " outlined in the school compact, and
- Upon availability, a mentor or tutor with specialized reading training. Note: The mentor/tutor option does not require the district or a school to pay for private tutors; volunteers or school staff may be used.

I. Reading Materials to be Used for Students Retained in Grade 3
(Mandatory Retention for Reading)

The core program used shall be the district adopted McGraw-Hill K-5 "Wonders" reading series for a first-year retaine in grade 3. All supplemental and intervention materials and programs utilized shall be from the state recommended list and among those cited in each school's section of the district's Comprehensive Reading Plan.

J. Intensive Acceleration Class(es) for Students Retained Twice in Grade 3

~~1008.25 (7) (b) (8) F.S. }~~

Intensive acceleration classes shall be established for retained grade 3 students who subsequently score at Level 1 on the FCAT reading test. This class is for a student who will be spending a third year in grade 3. The focus of each

intensive acceleration class shall be to increase a retained grade 3 student's reading level at least two grade levels in one year. If placed into an intensive acceleration class, a retained grade 3 student's core reading program shall change to an alternative DOE approved K-5 reading program. Through this class, a retained grade 3 student may be promoted to grade 5 at the end of the year based on demonstration of mastery.

An intensive acceleration class must:

- *be provided to any 3rd grader who scores at Level 1 on the reading portion of the FCAT and who was retained in 3rd grade the prior year because of scoring at Level 1 on the reading portion of the FCAT,*
- *have a student-teacher ratio lower than other classrooms at the same grade level,*
- *provide uninterrupted reading instruction for the majority of student contact time each day and incorporate opportunities to master the grade 4 Florida Standards in other core areas (mathematics, science, social studies),*
- *use a reading series that is scientifically research based and has proven results in accelerating student reading achievement within the same school year,*
- *provide intensive language and vocabulary instruction using a scientifically research-based program, including the use of a speech and language therapist serving in an advisory role, when available and appropriate, to help in the design of the program,*
- *include weekly progress monitoring measures to ensure progress is being made, and*
- *report to DOE, in the manner prescribed, the progress of students in the class at the end of the first semester.*

~~K.L.~~ Instruction in Summer Reading Programs for Grade 3 Students

Summer Reading Programs shall be offered at each elementary school, or in clustered sites, when appropriate, to each student in grade 3 who scored at Level 1 on the Reading FCAT State Assessment. A school may open the program to other grade levels at the principal's discretion after ensuring all eligible grade 3 students have been served. Third grade students promoted by Good Cause Exemptions 1, 4, 5, or 6 are required to attend the summer reading program.

~~L.K.~~ Mid-Year Promotion of Retained Grade 3 Students to Grade 4

Prior to November 1

Retained grade 3 students may be considered eligible for mid-year promotion to grade 4 prior to November 1st if the following requirements are met:

- *A score at or above the 70th percentile on the Grade 3 SAT 10 Reading Comprehension subtest using the norms consistent with the day of testing, and*
- *Completion of a portfolio demonstrating reading mastery at or above FCAT State Assessment Level 2. (The portfolio must have been completed independently and must contain at least three (3) examples of each of the fourteen (14) assessed benchmarks as described in Good Cause Exemption #4.)*

The portfolio items must:

- *be selected by the student's teacher,*
- *be an accurate picture of the student's ability and include only student work that has been independently produced in the classroom,*

- include evidence of mastery of grade 3 benchmarks that are assessed by the grade 3 Reading FCAT. This includes multiple choice items, and passages that are approximately 60% literary text and 40% information text, and that are between 100 and 700 words with an average of 500 words. Such evidence should include items from the Secure Portfolio Items binder, selection or theme tests from the McGraw-Hill reading series (CCRP). Teacher-prepared assessments that are aligned with the Florida Standards may also be used but must reflect the reading level and response expectations of the other evidences cited.
- include three (3) examples of mastery as demonstrated by a grade of C/70% or better, and
- be signed by the teacher and principal as an accurate assessment of the required reading skills.

If the school principal determines that the student should be promoted, the principal must submit the recommendation in writing to the superintendent. The superintendent shall accept or reject, in writing, the school principal's recommendation.

M.L. Mid-Year Promotion of Retained Grade 3 Students to Grade 4

After November 1

Retained grade 3 students may also be considered eligible for mid-year promotion by portfolio to grade 4 after November 1st if the following criteria are met:

- The student must have successfully mastered the grade 3 portfolio as well as a portfolio containing at least two examples of each tested benchmark consistent with the month of promotion to 4th grade.
 - The portfolio must include a combination of multiple choice items, short response, and extended response items and passages that are approximately 50% literary text and 50% information text, and that are between 100 and 900 words with an average of 500 words.
 - Such evidence should include items from the Secure Portfolio Items binder and selection or theme tests from the Houghton-Mifflin reading series (CCRP). Teacher-prepared assessments that are aligned with the Florida Standards may also be used but must reflect the reading level and response expectations of the other evidences cited.
 - For each benchmark, there must be two examples of mastery as demonstrated by a grade of 70% or better.
- Retained grade 3 students may also be considered eligible for mid-year promotion by alternate testing if they achieve a score at or above the 45th percentile on the SAT 10 Reading Comprehension subtest for grade 4 using the norms consistent with the day of testing.

All mid-year promotions of grade 3 students to grade 4 after November 1st must be examined and approved by an impartial review committee composed of the principals of the respective schools and other personnel agreed upon by the school and the district prior to a student moving to the next grade.

In every case when a mid-year promotion of a retained grade 3 student to grade 4 is considered, the parent or guardian must be included in the conversation leading to the decision. The school and parent or guardian should consider the student's demonstrated readiness for performing the work of the next grade in all core subjects before proceeding with a mid-year promotion.

After November 1, students must demonstrate proficiency above that required to score at Level 2 on the grade 3 reading FCAT. A portfolio review to ensure compliance with rules of the State Board of Education shall be conducted at the request of the principal via the Director for Instructional Services.

If the school principal determines that the student should be promoted, the principal must submit the recommendation in writing to the superintendent. The superintendent shall accept or reject, in writing, the school principal's recommendation.

Note: The SAT 10 may be administered at the end of Summer Reading Program and again for mid-year promotion as long as there are 30 days between administrations.

N.M. Review of Progress Monitoring Data of Students Retained in Grade 3 and Required Portfolios

The district shall conduct an annual review of progress monitoring data of all students retained in grade 3 who did not score above Level 1 on the reading portion of the ~~FCAT~~ State Assessment in the most recent administration and did not meet one of the good cause exemptions. The review shall address additional supports and services needed to remediate the identified areas of reading deficiency. At the same time, the district shall review the portfolios of each grade 3 student retained due to the mandatory grade 3 retention for reading.

O. Tier 3 Grade 3 Students – Required Florida Assessments for Instruction in Reading (FAIR)

All Tier 3 grade 3 students (students in grade 3 for the third time) must be administered the FAIR. Results must be reported to the DOE in December of each year.

D. -Physical Education Requirements

"Physical education" means the development or maintenance of skills related to strength, agility, flexibility, movement, and stamina, including dance; the development of knowledge and skills regarding teamwork and fair play; the development of knowledge and skills regarding nutrition and physical fitness as part of a healthy lifestyle; and the development of positive attitudes regarding sound nutrition and physical activity as a component of personal well-being.

Physical education (K-5) shall be scheduled for 150 minutes per week and at least 30 consecutive minutes per day when provided. Students enrolled in such instruction shall be reported through the periodic student membership surveys, and records of such enrollment shall be audited pursuant to s. 1010.305. Such instruction may be provided by any instructional personnel as defined in s. 1012.01(2), regardless of certification, who are designated by the school principal.

E. Honor Roll

Elementary School Honor Roll, as defined by the Suwannee County School District, is comprised of students who earn the grades of A or B for a particular grading period.

IV. PROMOTION, ACCELERATION and RETENTION 1008.25 F.S.

A. Promotion

1. Student Progression from One Grade to Another

In Suwannee County Public Schools, decisions regarding student promotion and special placement are primarily the responsibility of professional staff members of the individual school; however, school principals shall review such recommendations with consideration for requirements within the Student Progression Plan.

Student promotion is based on evaluation of each student's achievement in terms of appropriate instructional goals. Discussions shall be based on results of progress tests, classroom assignments, daily observation, standardized tests, state assessments, ability to function at the next grade or course level and other objective data.

It is the responsibility of teachers and appropriate support personnel to identify students who appear unable to make satisfactory progress toward district objectives and who fail to meet State Student Performance Standards.

Report card grades or notations must clearly reflect each student's level of achievement and attendance. Parents will be notified when students are achieving below the expected level of proficiency.

Student progression from one grade to another is based on proficiency in reading, writing, science and math with the exception of grade 3 when students cannot progress to grade 4 if they score at Level 1 on the grade 3 FCAT in reading and do not qualify for one of the six good cause exemptions.

2. No Social Promotion/Administrative Placement 1008.25 (6) (a) F.S.

Florida statute prohibits the assignment of a student to a grade level based solely on age or other factors that constitute social promotion or administrative assignment—placement at the next grade level without regard for student mastery of the appropriate Florida Standards. A student fails to meet the state portion of levels of performance for student progression when the student fails to achieve Level 3 on the Florida Comprehensive Assessment Test in reading, mathematics and/or science.

As the FCAT is not the sole determiner of promotion or retention, the Intervention Team shall base a promotion or retention decision on the preponderance of evidence reviewed.

3. Promotion under Unique Circumstances

In certain, unique circumstances, a student may be promoted without meeting the specific assessment performance levels prescribed by the district and the state. Promotion may be recommended by a principal working with the Intervention Team if the student is able to demonstrate mastery of the Florida Standards through alternate assessments with the preponderance of evidence indicating that the student's achievement is equivalent to the designated levels of performance for student progression. This provision, however, does not apply to grade 3 students who score Level 1 on the Reading FCAT.

4. Promotion of Late-in-the-Year Transfer Students

The promotion of students transferring into Suwannee County during the last grading period shall be determined primarily by the grades and records received from the sending school.

5. Promotion of Students in Grades K-2

Promotion in grades K-2 is based primarily on progress in reading. Students in grades K, 1, and 2 must make satisfactory Florida Standards benchmark progress in reading to be promoted. Students' reading progress toward

grade level reading achievement is determined by appropriate assessments, both teacher-made and commercial, and teacher judgment.

The Florida Assessment for Instruction in Reading (FAIR) ~~or Discovery Education~~ will be administered to all kindergarten through second grade students to monitor their progress. Students in grades 1 and 2 will be administered STAR Reading and Performance Matters local assessments to monitor their progress. This assessment will determine which students are in need of additional instruction in reading. Each such student shall be referred to the school's Intervention Team for review of the student's progress and portfolio. At the end of the year, the Intervention Team shall review the student's records and determine whether the preponderance of evidence indicates that the student should be promoted.

6. Promotion of Students in Grades 3-5

A student in grades 3, 4, or 5 who scores Level 1 or Level 2 on the FCAT state assessment in reading and/or Level 1 or Level 2 on the FCAT state assessment in math is considered to be below grade level. Each such student shall be referred to the school's Intervention Team for a comprehensive review of the student's academic achievement. The Intervention Team shall review the student's records and determine whether the preponderance of evidence indicates that the student should be promoted. To be promoted from grade to grade in grades 3-5, a student must demonstrate mastery of grade level expectations in language arts, mathematics, and science.

The principal or designee may recommend promotion for a student in grades 3-5 not passing the grade level course in reading, writing, mathematics, and/or science if the student demonstrates mastery of these subjects by achieving a minimum score of 3 on the corresponding FCAT state assessment sections and the preponderance of evidence indicates that the student is ready for the work of the next grade level.

In instances where curriculum has been suspended in certain core academic subjects to allow for intensive remediation in reading and/or mathematics, the principal or designee makes the determination for promotion based on demonstrated student mastery of appropriate benchmarks.

7. Promotion of Students with Disabilities in the Exceptional Student Education Program

Students in the Exceptional Student Education (ESE) program who are following the general education program, take the state assessment (FCAT/FSA), and are working toward a standard diploma fall under the same guidelines for promotion as regular education students. Promotion of ESE students who are following the Access Points for Students with Significant Cognitive Disabilities will be determined by the IEP team and based on the achievement of the students' goals and objectives.

8. Promotion of English Language Learners (ELLs) in Grades K-5

Promotion of an ELL student is based on satisfactory student performance in reading, writing, mathematics, science, and other requirements as set by the district and the state. ELL students not meeting district promotion criteria due to their limited English proficiency may be recommended for promotion by the Intervention Team, which will meet jointly with the ELL Committee. The student's parent or guardian shall be invited to attend.

The other academic progress and benchmark mastery of an ELL student in reading, writing, mathematics, and requirements set forth by the district and the state, are determined through appropriate modifications to formal and informal assessments and on modifications to instruction provided to the ELL student.

9. Mid-Year Promotion of Retained Students in K-5 – General Comments

Mid-year promotion is defined as promotion of a retained student in K-5 at any time during the year of retention once the student has demonstrated ability to read at or above grade level and accommodate the work of the next grade level. Mid-year promotion is permitted upon demonstration of mastery of appropriate standards, consensus recommendation of the Intervention Team and agreement among the school, the student, and the parent(s) or guardian(s). All mid-year promotion requests must be examined and approved by an impartial review committee composed of the principal and the Director for Instructional Services and other personnel agreed upon by the school and the district prior to a student moving to the next grade.

B. Acceleration 1003.4295, F.S.

Each school offers Academically Challenging Curriculum to Enhance Learning (ACCEL) options: whole-grade and mid-year promotion, subject matter acceleration, virtual instruction in higher grade-level subjects, and the Credit Acceleration Program.

1. Promotion by Acceleration in Grades K-5

When outstanding abilities and skills are demonstrated, a student may be considered for accelerated grade placement. The student must also demonstrate physical, social and emotional maturity. In each acceleration case considered, the recommendation shall be communicated to the student's parent or guardian in a conference with the principal (or designee), and a written confirmation of the decision shall be furnished to the parent or guardian. In the event that a conference is not possible, written communication to the parent or guardian is deemed sufficient. The District's Whole Grade Acceleration Protocol must be used for all acceleration requests; the Whole Grade Acceleration Checklist is available from the Director of Instructional Services. Consistent with school board rules and in accordance with state statute 1012.28 (5) F.S., the Superintendent has designated the principal of the school as the final authority in the placement of students in programs or classes. The acceleration process does not supersede initial placement age criteria provided in Florida Statute 1003.21:

☐ for kindergarten, the student must be 5 years on or before September 1 of the school year.

☐ for first grade, the student must be 6 years old on or before September 1 of the school year.

a. Whole Grade Acceleration

Acceleration is the skipping of a grade, or part of a grade, based on exceptionally high achievement by a student. FCAT/FSA Level 4 or 5 in reading and mathematics, evidence that the student will benefit from the instructional program at the advanced grade level and that acceleration is appropriate. No student can be eligible for acceleration if he/she has ever been retained. Requests for Whole Grade Acceleration should be completed before November 1.

When such administrative assignment of a student involves two schools, an agreement between the two principals is required. The probable long-range academic, social and emotional effect of the decision shall be reviewed by the Intervention Team. The principal, with the recommendation of the Intervention Team and with the approval of the superintendent or designee, has the responsibility for making such assignments. However, a student shall not be accelerated without parent or guardian consent. Student progress shall be reviewed to maintain continuous advanced placement. The student should be monitored for the first six weeks of the change of placement to assess progress. If acceleration is not appropriate for the student, the student may return to the former placement.

The student's cumulative guidance record and report card shall be noted to indicate "accelerated grade placement" and the major reasons for the acceleration. In the cumulative record, the name of the principal making the assignment is indicated. Parents or guardians must be notified formally in writing that their child is receiving an accelerated grade placement to the next higher grade. A copy of this notification must also be filed in the cumulative folder.

b. Single Course Acceleration

In order to allow students to progress on their own customized learning paths, the following procedures allow for demonstration of mastery and **single course acceleration**. Consistent with school board rules and in accordance with state statute 1012.28 (5) F.S., the Superintendent has designated the principal of the school as the final authority in the placement of students in programs or classes. Grade level text must be used for all students except those students who have successfully completed the district acceleration process.

Students in all grades are eligible for single course acceleration after demonstrating mastery of the current grade level course standards. When a student is accelerated, they are still responsible for mastering all standards in the current grade level courses and will be required to take all state and district FCAT/FSA assessments.

Integrated curriculum standards such as literacy and social studies may be missed through acceleration yet included on future assessments required for middle school promotion. In addition, math and science topics are presented only once rather than being repeated year after year. Therefore, the parent should consider carefully the full academic and social ramifications of acceleration and confer with the school counselor to determine if single course acceleration is appropriate for the student based on the student's academic history, teacher recommendation, ability to work independently and the long range academic, social and emotional effect of acceleration. Written notice of a Course Acceleration Request should be completed and presented to the principal before November 1.

Students who do not have an FCAT/FSA score can show 80% mastery by progress monitoring assessments and district formative assessments.

Middle school courses for students in grade 5 are accessible only through virtual instruction and require the approval of the principal, Director of Curriculum, and the notification of the Curriculum Coordinator for Suwannee Virtual School.

Suwannee Virtual School (SVS) is the provider of first choice for virtual instruction; however in situations in which SVS cannot fulfill the need, students may qualify to access the services of Florida Virtual School (FLVS).

c. Procedure for Course Acceleration

- A teacher or parent who believes a student might be a candidate for course acceleration shall contact the school counselor and share classroom evidence and FCAT/FSA performance or progress monitoring data in support of the student's possible assignment to the next grade level course.
- The counselor shall review the classroom evidence of potential course mastery.
- If testing is authorized by the parent, the counselor shall notify the principal and obtain the appropriate assessments.

- The teacher shall administer the recommended assessments and consult with the Director of Curriculum to determine if the student demonstrates mastery, defined as 80% or better.
- If the student achieves a mastery score of 80% or above, the teacher shall note the areas that the student has not yet mastered and instruct the student in those areas prior to or while the student is taking the next course in the sequence.
- The Director for Curriculum will review the documentation of mastery and make a final determination of single course acceleration and shall notify the school within five days of the decision.
- If virtual school is required for the next course level, the Director of Curriculum will notify the SV Curriculum Coordinator for registration.
- If the acceleration is to a virtual school, the progress of the student in the new course shall be monitored by the virtual teacher.
- If the acceleration is to another teacher's classroom, the sending teacher shall monitor the student's mastery of the items not mastered on the assessments and keep the teacher of the accelerated course apprised of the student's progress on the missed items.
- At the end of the accelerated course, the classroom teacher(s) and a school administrator shall review FCAT-state assessment/progress monitoring and course performance to determine appropriate placement for the student in the next school year. The student's CLP would include one of the following two scenarios in elementary school:
 - ✓ the student would remain in the same grade level course the following year with differentiated instruction to expand the student's knowledge and skills, or
 - ✓ the student would move to the next course in the sequence.

C. Retention 1008.25 (2) (c) F.S.

General Comments

Retention, except for grade 3 where there is a mandatory retention for reading, is based on unsatisfactory, below grade level student performance in reading, writing, mathematics and/or science and/or failure to meet other requirements as set forth by the district or state.

Retention decisions must be based on more than a single test score. The FCAT-state assessment is not the sole determiner of retention. An exception is the mandatory retention in grade 3 for students scoring at Level 1 on the FCAT-State Reading Assessment. Additional evaluations, portfolio reviews and assessments are available to assist parent or guardian and schools in knowing when a student is mastering appropriate Florida Standards.

Retention may occur when the school's instructional staff, through its Intervention Team, determines that the student demonstrates the need for additional time to attain appropriate academic knowledge and skills in order to meet required state performance standards. A student who is retained must be provided with instructional experiences different from those in the previous year's program, taking into consideration the student's individual learning needs and learning style.

Only in exceptional cases will a student be assigned to any one grade more than two consecutive years. The district shall provide an appropriate alternative placement for a student who has been retained two or more years.

1. Guidelines for Retention of Students in Grades K-5 1008.25 (4) (c) F.S.

The following guidelines are established to assist the Intervention Team in making retention decisions at the elementary or middle school level:

- The student's insufficient progress in meeting the state performance standards and benchmarks supports a retention decision.
- The student's needs in the areas of physical, social and emotional development support a retention decision.
- Alternative remediation strategies and/or programs that have been utilized support a retention decision.

The team consists of the principal or designee, school counselor, teacher(s), Exceptional Student Education personnel or special services personnel involved with the student and staff members as designated by the principal. In all retention determinations, the preponderance of evidence must support a retention decision.

a. Retention of Students with Disabilities enrolled in Exceptional Student Education

Exceptional Student Education (ESE) students who are following the general education program, take the state assessment (FCAT/FSA), and are pursuing a standard diploma are affected by the same guidelines for retention as are students in general education. ESE students may be exempted from the mandatory retention in grade 3 for good cause as outlined in statute. Retention decisions for ESE students who are following the Florida College and Career Readiness Connectors for Students with Significant Disabilities are made on an individual basis by the IEP Team.

b. Retention of English Language Learners (ELL)

Retention of an ELL student is based on unsatisfactory performance in reading, writing, mathematics, and science as determined by the Intervention Team in conjunction with the ELL Committee. Students cannot be retained solely based on English language acquisition.

V. ASSESSEMENT 1008.25 (4) (a) F.S.

A. State Assessments for Elementary Students

All students must participate in the statewide assessment tests Florida Standards Assessment and Alternative Assessments at designated grade levels required by s. 1008.22. The assessment of reading shall be administered annually in grades 3 – 10, the assessment of math shall be administered annually in grades 3-8. The assessment of writing and science shall be administered at least once at the elementary. The writing assessment is given in grades 4, 8 and 10-11, and the science assessment is given in grades 5 and 8.

Students take District formative assessments in core subjects to guide teachers in instruction based on individual needs, and a district end-of-course assessment in all subjects as required by 1008.22 F.S. at the end of the year.

All students must participate in the statewide assessment tests Florida Standards Assessment at designated grade levels required by s. 1008.22. Each student who does not meet the specific levels of performance in reading, writing, science, and mathematics for each grade level or who scores below Level 3 in reading or math must be provided with additional diagnostic assessments to determine the nature of the student's difficulty and areas of academic need according to the State requirements.

All schools shall offer supplemental learning opportunities. Student eligibility shall be based primarily on below-grade-level performance. Each student who does not meet district specific levels of performance for student progression in reading, writing, science, and mathematics for each grade level, or who scores below Level 3 in reading or math shall be provided with additional diagnostic assessments to determine the nature of the student's difficulty, the areas of academic need, and strategies for appropriate intervention and instruction.

B. FCAT State Assessment and Promotion and Retention

The FCAT-Florida Standards Assessment is not the sole determiner of promotion or retention. Additional evaluations, portfolio reviews, and assessments are available to assist the parent or guardian, schools and the district in knowing when a student is achieving at or above grade level and is ready for promotion.

C. Florida Kindergarten Readiness Survey (FLKRS) 1002.69 (1) F.S.

Each kindergarten student in the district shall participate in FLKRS within the first 30 days of the school year. Included in FLKRS are four FAIR subtests: Letter Naming, Phonemic Awareness, Listening Comprehension, and Vocabulary. In the fourth quarter, some kindergarten students may also be tested on FAIR subtests Word Reading and Reading Comprehension.

D. Assessment of Reading Ability of K-3 Students 1002.20 F.S.

Each elementary school shall assess regularly the reading ability of each K-3 student. If any K-3 student exhibits a reading deficiency, as defined by performing below grade level, the parent or guardian shall be notified of the student's deficiency with a description and explanation of the exact nature of the student's difficulty in learning. The parent or guardian shall be consulted in the development of a progress monitoring plan and shall be informed that the student will be provided intensive reading instruction until the deficiency is corrected.

E. Assessment of Students with Disabilities enrolled in Exceptional Student Education

All students, including Exceptional Student Education (ESE) students, must participate in the state's assessment and accountability system. ESE students who are following the general education program and pursuing a standard diploma shall participate in the same state and district assessments as their general education peers, including the Florida Comprehensive Assessment Test (FCAT)-Florida Standards Assessment (FSA). If ESE students receive testing accommodations, the accommodations must be listed in the student's Individual Education Plan (IEP) and utilized regularly during classroom instruction and assessment. Allowed accommodations are listed in the procedures manual for each specific assessment.

ESE students with significant disabilities who are following the Access Points for Students with Significant will participate in the Florida Alternate Assessment (FAA). IEP Teams are responsible for determining whether students with disabilities will be assessed with the FCAT/FSA or with the FAA based on criteria outlined in Rule 6A-1.0943(4), Florida Administrative Code (F.A.C.) The IEP team should consider the student's present level of educational performance in reference to the Florida Standards/Florida College and Career Readiness State Standards. The IEP team should also be knowledgeable of FCAT/FSA guidelines and the use of appropriate testing accommodations. In order to be eligible to participate in the FAA, the following criteria must be met:

- The student has a significant cognitive disability.

- *The student is unable to master the grade-level general state content standards.*
- *The student is participating in a curriculum based on the state Florida College and Career Readiness Connectors.*
- *The student requires direct instruction in academics based on Florida College and Career Readiness Connectors in order to acquire, generalize, and transfer skills across settings.*

F. Assessment of English Language Learners (ELL)

In general, all ELL students participate in statewide assessments. As part of the No Child Left Behind legislation, all ELL students shall be assessed annually in reading, writing, listening and speaking.

G. Assessment Opportunities for Home Education Students

Opportunities to take state assessment tests (FCAT/FSA reading, writing, math and science) and standardized achievement tests (Stanford Achievement) are available to home education students. Arrangements can be made through the district's Curriculum, Instruction, and Assessment department.

H. Assessment Opportunities for Private School Students

Private school students are not eligible for state and district level standardized assessments through the Suwannee County School District. However, Voluntary Pre-Kindergarten (VPK) graduates, currently enrolled in private kindergartens, are assessed for VPK program evaluation.

I. Assessment of New Students

Students transferring into the district once the school year has begun, especially students in grade 3, shall be assessed in reading and math to determine reading and math proficiency and to ensure proper course and remedial instruction placement.

VI. REMEDIATION AND PROGRESS MONITORING 1008.25 (4) (b) F.S.

Each student who does not meet specific levels of performance in reading, writing, science and/or mathematics shall be provided with scientifically research-based interventions as indicated by additional diagnostic assessments used to determine the nature of the student's difficulty and areas of academic need. Remedial instruction shall continue until performance expectations are met as documented by demonstrating mastery, passing the state assessment(s) or graduating from high school.

One of three types of progress monitoring shall be developed in consultation with the parent or guardian for any student not meeting district or state proficiency levels in reading, writing, science, or math. Consultation is defined as a conference, a conversation via email or phone, or a formal written exchange. School personnel shall use all available resources to achieve parent or guardian understanding of, and cooperation with, the progress monitoring requirements.

The three types of progress monitoring plans from which to choose are as follows:

- *a federally required student plan such as an Individual Education Plan (IEP),*
- *a school-wide system of progress monitoring for all students, or*

- *individualized progress monitoring.*

All progress monitoring shall be tailored to identify the individual assistance deemed necessary to remedy a student's diagnosed deficiencies. The progress monitoring must clearly identify:

- *the specific diagnosed academic need(s) to be remediated,*
- *the success-based intervention strategies to be used,*
- *how, when, how often, by whom and how long intensive remedial instruction is to be provided, and*
- *the monitoring and reevaluation activities to be employed.*

Each school shall use the materials listed in its section of the district's Comprehensive Reading Plan as resources for remediation in reading. Any additional resources must be scientifically research-based and approved by the Curriculum Services Department prior to use. The Comprehensive Reading Plan is available at: www.justreadflorida.com

A. Required Remediation through Progress Monitoring and a Multi-Tiered System of Supports (MTSS)

Students in grades 3-5 who score at Level 1 or Level 2 on FCAT-state assessment tests or below criterion on progress monitoring assessments in reading, and/or mathematics shall require remediation through a MTSS in the appropriate subject(s). Students in kindergarten, grade 1 and grade 2 whose diagnostic or progress monitoring assessments in reading and/or mathematics indicate they are below grade level shall receive remediation through a MTSS in the appropriate subject(s).

Students who score 2.0 or lower on the FCAT/FSA writing test taken in grade 4 shall receive remediation through a MTSS in grade 5 and beyond until they demonstrate mastery by achieving consistent scores of 3.5 or above in writing on school-administered writing prompts/performance tasks.

The student's proficiency shall be reassessed by district-adopted assessments at the beginning of the grade following the intensive instruction, and the student shall continue to be provided intensive instruction until the deficiency is remediated. Students in grades K and 1 whose individually administered reading and math progress monitoring or diagnostic assessments indicate below grade level performance shall receive remediation through a MTSS. Schools shall monitor progress frequently and adjust interventions based on data.

Progress monitoring of students identified as having a deficiency in reading, writing, math or science shall identify the following:

- *the student's specific areas of deficiency or skills gaps,*
- *the desired level of performance,*
- *the instructional and support services that will be provided to meet the desired level of performance,*
- *the success-based intervention strategies to be used,*
- *how, when, how often, by whom and how long remedial instruction is to be provided, and*
- *the monitoring and reevaluation activities to be used.*

B. Reading Remediation Requirements – Progress Monitoring for Students with Reading Deficiencies in K- 5 1008.25 (5) (a) F.S.

If a student in any grade K-5 has been identified as having a deficiency in reading, his/her progress monitoring must identify the specific areas of deficiency in phonemic awareness, phonics, fluency, oral language, vocabulary and/or comprehension; the desired levels of performance in these areas; and the instructional and support services to be provided to meet the desired levels of performance. Schools shall provide tri-annual or quarterly monitoring of the student's progress in meeting the desired levels of performance using the district's identified progress monitoring assessments in fluency and silent reading comprehension.

Intensive instruction in reading shall be continued until a student's reading deficiency is remediated and shall include the following components:

- *daily small-group instruction,*
- *diagnosis/prescription targeted to specific skill development,*
- *variety of opportunities for repetitions (repeated exposures),*
- *smaller chunks of text or content,*
- *guided and independent reading practice,*
- *skill development and practice integrated into all activities,*
- *frequent monitoring, and*
- *criterion-based evaluation of success.*

1. Content of Remedial Instruction

All remedial instruction shall include effective, research-based standards-driven instruction.

2. Duration of Remediation

Each student who does not meet minimum performance expectations for the statewide assessment tests in reading, writing, science, and mathematics must continue remedial instruction or supplemental instruction until expectations are met or the student graduates from high school or is not subject to compulsory school attendance.

3. Parent or Guardian Refusal for Remediation through Progress Monitoring and a Multi-Tiered System of Supports (MTSS)

The school district has the authority and responsibility to advise a student's course of study. Statute requires a school to develop a MTSS in consultation with the parent or guardian, but it does not require parent or guardian approval, nor does it give the parent or guardian the right to veto a MTSS. The school is held accountable for the student's success and may implement a MTSS without a parent's or guardian's approval. Students whose MTSS is an IEP, however, must have parent or guardian approval of the plan.

If the parent or guardian refuses to participate in the remedial strategies detailed in the MTSS because he or she believes the strategies are unnecessary or inappropriate, the parent or guardian may appeal to the principal. The principal shall provide a hearing officer, and the hearing officer shall make a recommendation for final action to the principal. Consistent with school board rules and in accordance with state statute 1012.28 (5) F.S., the Superintendent has designated the principal of the school as the final authority in the placement of students in programs or classes.

4. Allocation of Remedial Resources 1008.25 (3) (a) (3) (b) F.S.

Allocation of remedial and supplemental instruction resources for students shall occur in the following priority:

- students who are deficient in reading by end of grade 3, then
- students who fail to meet performance levels required for promotion.

C. Levels of Performance For Retention/Remediation

Grade Level	Reading	Writing	Science	Mathematics
1	below 40 th %ile NRT Reading Comprehension (Gr. K,1) <u>OR</u> below 40% proficiency on grade level benchmarks of Florida's Student Performance Reading Standards	below satisfactory student performance on 40% or more of student's annual writing assessments (based upon grade level writing rubric)	below 40% proficiency on grade level benchmarks of Florida's Student Performance Science Standards	below 40 th %ile NRT Math Concepts & Applications (Gr.K & 1) <u>OR</u> below 40% proficiency on grade level benchmarks of Florida's Student Performance Math Standards
2	below 40 th %ile NRT Reading Comprehension (Gr. 1, 2) <u>OR</u> below 40% proficiency on grade level benchmarks of Florida's Student Performance Reading Standards	below satisfactory student performance on 40% or more of student's annual writing assessments (based upon grade level writing rubric)	below 40% proficiency on grade level benchmarks of Florida's Student Performance Science Standards	below 40 th %ile NRT Math Concepts & Applications (Gr. 1,2) <u>OR</u> below 40% proficiency on grade level benchmarks of Florida's Student Performance Math Standards
3 *All retained 3 rd grade students must have a student portfolio and will be included in the District Progress Monitoring Plan (DPMP)	below 40 th %ile NRT Reading (Gr.2) <u>OR</u> below 40% proficiency on grade level benchmarks of Florida's Student Performance Reading Standards <u>OR</u> below Level 3 FCAT/ <u>FSA</u> Reading (Gr. 3)	below satisfactory student performance on 40% or more of student's annual writing assessments (based upon grade level writing rubric)	below 40% proficiency on grade level benchmarks of Florida's Student Performance Science Standards	below 40 th %ile NRT Math Concepts & Applications Gr. 2 <u>OR</u> below Level 3 FCAT / <u>FSA</u> Math (Grade 3)
4	below Level 3 FCAT/ <u>FSA</u> (Gr.3, 4) Reading	below 3.0 FCAT/ <u>FSA</u> Writing (Gr. 4)		below Level 3 FCAT/ <u>FSA</u> Math (Gr. 3, 4) <u>OR</u> below 40% proficiency on grade level benchmarks of Florida's Student Performance Math Standards
5	below Level 3 FCAT/ <u>FSA</u> Reading (Gr. 4,5)	below 3.0 FCAT / <u>FSA</u> Writing (Gr. 4)	below Level 3 FCAT/ <u>FSA</u> Science (Gr. 5) <u>OR</u> 40% proficiency on grade level benchmarks of Florida's Student Performance Science Standards	below Level 3 FCAT / <u>FSA</u> Math (Gr. 4,5) <u>OR</u> below 40% proficiency on grade level benchmarks of Florida's Student Performance Math Standards

The school in which the student is enrolled must implement the District Progress Monitoring Plan (DPMP) designed to assist the student in meeting state and district expectations for proficiency. The plan includes the provision of intensive remedial instruction in the area(s) of diagnosed weakness.

Schools shall also provide for the frequent monitoring of the student's progress in meeting the desired levels of performance. The district shall assist schools and teachers in the implementation of research-based reading and mathematics activities that have been shown to be successful in teaching low-performing students. Remedial instruction provided during high school may not be in lieu of English and Mathematics credits required for graduation.

Upon subsequent evaluation, if the documented deficiency has not been corrected in accordance with the District Progress Monitoring Plan, the student may be retained within an intensive program that is different from the previous year's program and that takes into account the student's learning style. Each student who does not meet the minimum performance expectations must continue remedial or supplemental instruction until the expectations are met or the student graduates from high school or is not subject to compulsory school attendance. An appropriate alternative placement will be considered for a student who has been retained two (2) or more years including students in grade 3 promoted for good cause.

Intensive reading instruction for students so promoted must include an altered instructional day based upon the District Progress Monitoring Plan that includes specialized diagnostic information and specific reading strategies for each student.

The district school board shall assist schools and teachers to implement reading strategies that research has shown to be successful in improving reading among low performing readers.

VII. GRADING AND REPORTING PROCEDURES 1003.33 F.S.

A. The Importance of Grading

Grading practices can vary greatly, according to research by Reeves, Marzano, and others. Grading inconsistencies can result in honor roll or high GPA students scoring Level I on the FCAT, students failing for non-completion of homework, students passing courses and moving grade to grade with inflated averages due to participation, homework, effort or extra credit grades.

Suwannee County School District offers a standards-based curriculum and strives for consistency so that a course grade at one school equates to the same course grade and level of mastery at another school. The curriculum in all schools in Suwannee County is based on the appropriate Florida Standards. These standards specify what students should know and be able to do. In a standards-based system, grades should be an indication of the level of mastery as determined by summative assessments.

Grades should be clear, undiluted indicators of what students know and are able to do at the conclusion of the learning sequence.

Proficiency and promotion shall be based upon district student performance grade-level guidelines and/or by passing the course in which standards are included, or by meeting course requirements for graduation. Teachers are responsible for assessing proficiency as part of the regular course testing activities.

B. Summative Assessments

Summative assessments are those assessments that are administered at the end of a learning sequence after ample practice or rehearsal of essential knowledge. Summative assessments indicate mastery of benchmarks and standards. Examples of summative assessments include:

- *chapter tests*
- *reading selection tests*
- *quizzes (only if ample practice/rehearsal has been provided prior to the quiz)*
- *performance assessments evaluated by a rubric shared with students prior to the assessment.*

C. Formative Assessments

Teachers also use formative assessments, which are frequent, in-progress checks for understanding, on a regular basis. Formative assessments are used to inform instruction, to provide ongoing and helpful feedback (1) to alert teachers to what challenges students are still facing, and (2) to inform students about where they are in relation to mastery of the standard. Examples of formative assessments include:

- *guided and independent practice activities – classwork and homework*
- *workbook exercises as a direct follow-up to instruction*
- *quizzes to spot check for understanding*
- *observing students at work and noting progress or need for re-teaching*
- *students and teachers communicating about a topic by talking or writing (teachers informally assess what students know and are able to do and determine next steps for instruction).*

D. Report Cards

Report cards provide the student and the student's parent or guardian with an objective evaluation of scholastic achievement with indicators of progress.

Report cards shall depict and evaluate clearly the student's:

- *academic performance in each class or course in grades K through 5 based on examinations as well as other appropriate academic performance items,*
- *performance at his or her grade level,*
- *conduct and behavior, and*
- *attendance, including absences and tardies.*

All schools shall use the district's approved report card as the primary means of reporting student progress.

Report cards shall be issued at the end of each grading period on uniform dates as adopted annually on the official school year calendar.

Grades shall be issued to all students in attendance.

Students transferring into the district after the midpoint of a reporting period may be assigned grades based on records/grades from the sending school.

Report cards for grades K-2 shall indicate if a student is working on or below grade level. Report cards for grades 3-5 shall indicate if a student is working on, above or below grade level.

E. Students Working on Grade Level in Grades K-5

Report card grades shall clearly reflect the student's level of achievement. The parent or guardian must be able to assume that students earning satisfactory grade in the general program are achieving within the acceptable range for the grade in which they are enrolled.

Report cards for grades K-2 shall indicate if a student is working on or below grade level. Report cards for grades 3-5 shall indicate if a student is working on, above or below grade level.

F. Grading Scale

The Suwannee County School Board recognizes the importance of a student grading system which is clearly identified and meaningful to students, parents, and school personnel. Grades shall be assigned as follows:

<u>Grade</u>	<u>KG Grade Definition</u>
<u>M</u>	<u>Mastery</u>
<u>N</u>	<u>Needs Improvement</u>
<u>P</u>	<u>Progressing</u>
<u>✓</u>	<u>Check for skill accomplishment</u>

<u>Grade</u>	<u>Grade Definition</u>	<u>Grade-Point Value</u>	<u>1-12 Grade Scale</u>
<u>A</u>	<u>Outstanding Progress</u>	<u>4</u>	<u>90-100</u>
<u>B</u>	<u>Above Average Progress</u>	<u>3</u>	<u>80-89</u>
<u>C</u>	<u>Average Progress</u>	<u>2</u>	<u>70-79</u>
<u>D</u>	<u>Lowest Acceptable Progress</u>	<u>1</u>	<u>60-69</u>
<u>E</u>	<u>Failure</u>	<u>0</u>	<u>0-59</u>
<u>I</u>	<u>Incomplete</u>	<u>0</u>	

<u>E</u>	<u>Excellent</u>
<u>S</u>	<u>Satisfactory</u>
<u>N</u>	<u>Needs Improvement</u>
<u>U</u>	<u>Unsatisfactory</u>
<u>✓</u>	<u>Check for skill accomplishment</u>

Incomplete work must be completed for a grade. Failure to complete necessary work within three (3) weeks after the end of the grading period, or within one (1) week if incomplete work occurs during the last grading period of the regular school year, will result in a grade of "F" or "U". Incomplete work resulting from excessive unexcused

<u>Grade</u>	<u>Grade Definition</u>	<u>Grade Point Value</u>	<u>1-12 Grade Scale</u>
A	Outstanding Progress	4	90-100
B	Above Average Progress	3	80-89
C	Average Progress	2	70-79
D	Lowest Acceptable Progress	1	60-69
F	Failure	0	0-59
I	Incomplete	0	
E	Excellent		
S	Satisfactory		
N	Needs Improvement		
U	Unsatisfactory		
✓	Check for skill accomplishment		

absences will be recorded as an F.

G. Student Progress to Parents

Schools shall use district-adopted report cards to report grades at nine-week intervals. These report cards will clearly depict and grade:

- the student's academic performance in each class or course in Grades 1 through 12 based on examinations as well as written papers, class participation, and other academic performance criteria;*
- the student's conduct and behavior; and*
- the student's attendance, including absences and tardiness.*

The final report card for a school year shall contain a statement indicating

- *end-of-the-year status or performance or nonperformance at grade level*
- *acceptable or unacceptable behavior and attendance*
- *promotion or non-promotion.*

Schools shall not exempt students from academic performance requirements, such as final exams, based on practices or policies designed to encourage student attendance. A student's attendance record may not be used in whole or in part to provide an exemption from any academic performance requirement.

Grades shall be supported by records which indicate how the teacher arrived at the evaluation.

Classroom grades will be posted within three (3) days to provide current assessment of student progress.

In addition, mid nine weeks progress reports shall be issued for all students.

Schools will report annually to the parent or legal guardian of each student the progress of the student towards achieving state and district expectations for proficiency in reading, writing, science, and mathematics. The evaluation of each student's progress must be based upon the student's classroom work, observations, tests, district and state assessments, and other relevant information. Progress must be provided to the parent or legal guardian in writing using a district adopted format.

The school must report to the parent or legal guardian the student's results on each statewide assessment test.

Students who do not meet the specific district levels of performance in reading, writing, science, and mathematics or who do not meet the specific levels of performance on statewide assessments as determined by the Commissioner of Education will be provided remediation through:

- *additional diagnostic assessments determined by the district, to identify the nature of the student's difficulty and areas of academic need; and*
- *inclusion in the District Progress Monitoring Plan, that is designed to assist the student in meeting state and district expectations of proficiency.*

The district school board must annually publish in the local newspaper, and report in writing to the State Board of Education by September 1 of each year the following information on the prior school year:

1. *The provisions of this section relating to public school student progression and the district school board's policies and procedures on student retention and promotion.*
2. *By grade, the number and percentage of all students in grades 3 through 10 performing at Levels 1 and 2 on the reading portion of the FGAT state assessment.*
3. *By grade, the number and percentage of all students retained in grades 3 through 10.*
4. *Information on the total number of student who were promoted for good cause, by each category of good cause.*
5. *Any revisions to the district school board's policy on student retention and promotion from the prior year.*

VIII. Virtual Instruction Program

Virtual on-line instruction is authorized by State Statute and students will have access to FLVS and any course successfully completed FLVS will be awarded credit. Enrolling in independent virtual instruction option, negates any expectation of student assistance from school board staff.

A. Florida Virtual School (FLVS): Part-time

Participation is outlined through FLVS guidelines and the following points:

- *Courses may be taken if they have been approved by the Suwannee County School Board as a part of the district course of study.*
- *Students requesting to take a course(s) must have school administrative and parental approval. Completing the FLVS Registration Checklist through the guidance office is required prior to course participation or grade/credit is void.*
- *DROP/ADD PROCEDURES: Students who drop a one-credit FLVS course after it has been in session for 10 days will receive a final letter grade of F (O) for that course. Students who drop a half-credit course after it has been in session for five days will receive a final letter grade of F for that course. The student will automatically receive an F (O) for a course if he/she is dropped by FLVS.*
- *A FLVS one-credit course should be completed within one school year; a half-credit FLVS course should be completed within one semester. Students may extend the duration of a FLVS course for one semester with school administrative and school counselor approval if permitted by FLVS guidelines. Students who fail to complete a course will have a final letter grade of F (O) for that course.*
- *Access during the regular school day is permitted if dictated by an Individual Education Plan or administrative recommendation arising from scheduling conflicts effecting promotion or graduation. Admission outside the regular school day is governed by faculty, equipment and staff availability.*

B. Other District Approved Virtual Instruction Program(s): Full-time

The District offers a Virtual Instruction program(s) in addition to FLVS from an approved state provider list.

Participation is outlined in the following points:

1. *Courses may be taken if they have been approved by the Suwannee County School Board as part of the district course of study.*
2. *Students requesting to take a course(s) must register with district administrative staff and have parental approval. Registration according to district guidelines is required prior to course participation or grade/credit is void.*
3. *DROP/ADD PROCEDURES: same as FLVS*
4. *A one-credit (or full-year) course must be completed within one school year; half-credit course(s) must be completed within one semester. Students/Parents may request extension of course(s) completion deadlines due to extenuating hardship reasons. Written requests must be received at least two weeks prior to course ending dates.*

5. Regular grade K-12 students must participate in a full-time FTE earning program.
6. Students in grades 9-12 in Drop-Out Prevention or academic intervention programs may participate either part or full-time.
7. Computer, monitor, printer and/or Internet services may be provided by the district when appropriate if student meets free lunch status. Students/Parents are liable for all lost, damaged or inappropriate use of materials or services.
8. Student eligibility requirements include:
 - a. Spent the prior year in a Florida public school and reported for October and February Surveys or
 - b. Is a dependent child of a member of the US Armed Forces, transferred to Florida or,
 - c. Enrolled during prior year in a Florida school district virtual program.
9. Student participation requirements include:
 - a. Complying with compulsory attendance requirements
 - b. Take state assessment tests
 - c. Must comply with all district and state promotion/graduation requirements
 - d. Course duration follows the district adopted instructional calendar.

IX. Students in Exceptional Student Education ProgramsEXCEPTIONAL STUDENT EDUCATION

A. General Procedures for Student Progression Decisions for Exceptional Student EducationEligibility and Programs

Suwannee County School District actively seeks to locate students with needs for exceptional student education. The term "exceptional student" includes, but is not limited to, students participating in the following programs:

- | | |
|--|-------------------------------------|
| • <u>Autism Spectrum Disorder</u> | • <u>Othopedically Impaired</u> |
| • <u>Deaf or Hard of Hearing</u> | • <u>Other Health Impaired</u> |
| • <u>Developmentally Delayed</u> | • <u>Specific Learning Disabled</u> |
| • <u>Dual-Sensory Impaired</u> | • <u>Speech Impaired</u> |
| • <u>Emotional/Behavioral Disability</u> | • <u>Traumatic Brain Injured</u> |
| • <u>Gifted</u> | • <u>Visually Impaired</u> |
| • <u>Hospital/Homebound</u> | • <u>Intellectual Disability</u> |
| • <u>Language Impaired</u> | |

State Board Rule determines the requirements for eligibility for a program as provided in the district Exceptional Student Education Policies and Procedures manual (SP&P). A copy of each school district's SP&P can be found at the following link: <http://www.fldoe.org/academics/exceptional-student-edu/monitoring/ese-policies-procedures-spp.stm/>

All students having difficulty meeting promotional requirements shall be monitored carefully by the Multi-Tiered System of Supports (MTSS) Student Support Team or its equivalent. Eligibility for an Exceptional Student Education program may be considered upon completion of appropriate interventions and activities. ~~Students in special education who receive a standard diploma will attain equivalent minimum competencies prescribed for regular education students and students receiving other than a standard diploma or certificate of completion will attain an acceptable level of competency.~~

B. Student Performance Goals and Objectives

Individual Education Plan (IEP) teams determine the appropriate ESE program placement for students with disabilities based on their individual needs. Specially designed instruction will be provided by an ESE teacher or other service provider in the Least Restrictive Environment (LRE) as determined by the IEP team. In most cases, this will be in the regular education classroom with their non-disabled peers but some students with disabilities may require instruction in a separate environment for a portion of the day. To the maximum extent possible exceptional students' instructional objectives in basic skills and content areas indicated for students in basic programs, shall be included in the general curriculum with goals and objectives addressing their access needs. For exceptional education students who need an alternative curriculum, Community Based Instruction and employability programs will be available. Goals and objectives will be geared toward facilitating students' participation in employment and community life.

The annual goals and objectives for exceptional students are stated in the Individual Educational Plan (IEP) for each student. Each year an IEP review conference is held to which parents are invited and encouraged to attend. The purpose of this conference is to review student achievement and to formulate goals and objectives for the following year.

C. Assessment of Student Performance Curriculum and Instruction

Instructional Accommodations for students with disabilities are changes to the way a student with disabilities accesses curriculum, demonstrates learning, or how he or she is tested. Accommodations do not change the content of the standards, but may require a change of instructional methods, materials, assignments, time demands and schedules, learning environment, and special communication systems or assistive technologies. These accommodations must be developed and documented on the student's IEP.

Most students with disabilities can achieve general state content standard mastery pursuant to rule 6A-109401, F.A.C. Effective accommodations must be in place to support involvement of students with disabilities in general education. Students in exceptional student education programs who are using general state content standards to attain a standard diploma will have to meet the same requirements. The student's Individual Education Plan (IEP) will address the areas of academic need and accommodations to the general curriculum. Students with disabilities participate in the districts K-12 Comprehensive Reading Plan and supplemental and Intensive instructional supports as appropriate.

The general state content standards are the foundation of curriculum, instruction, and assessment for all Florida students. However, students with significant cognitive disabilities utilize Access Pointes to access the general curriculum. Access Points consist of skills that are clearly linked to the general education content but the content is reduced in depth and complexity to provide access to the standards, while still providing rigor and challenging academic expectations.

G. Students with disabilities who are receiving instruction based on the access point standards for students with significant cognitive disabilities will participate in the Florida Alternative Assessment. IEP teams are responsible for determining whether a student with a disability will be instructed on the general Florida Standards and assessed with the FCAT/FSA/EOC assessments or the Access Points Standards and assessed with the Florida Alternative Assessment (FAA) as outlined in Rule 6A-1.0943(4), Florida Administrative Code.

D. Reporting Student Progress

All parents will be notified of their child's achievement during the school year with at least the same frequency as that of non-disabled peers enrolled in the same school. Progress toward IEP goals will be reported to the parent at the time designated on the IEP.

Report Cards and Grading

- A student's placement in an Exceptional Student Education Program may not be designated on the report card due to FERPA (Family Education Rights and Privacy Act).
- Students with disabilities must receive a report regarding progress toward IEP goals and objectives along with the report card.
- Students may not be discriminated against in grading because of their disability. Teachers may not unilaterally decide to use an individual grading system for a student with disabilities.
- A student with a disability shall not be penalized with a lower grade for using accommodations.

E. Assessment of Student Performance

The general expectation of state and district assessment systems is that all students participate in assessment for accountability purposes.

The decision to include or exclude a student with disabilities in state and district testing shall be made annually by the Individual Educational Plan (IEP) team. Students must be afforded the appropriate modifications for assessment. Testing should result in an accurate reflection of the individual's educational achievement. However, a student's disability may be such that alternative assessment measures would be more meaningful and appropriate than participating with modifications in assessments provided by the state or district.

This decision should be guided by past performance of the student, and whether the student is pursuing a course of study to obtain a regular high school diploma. Given these considerations, students who require a differentiated curriculum as outlined on the IEP may be exempted from participating in regularly scheduled state and district assessments. Students exempted from statewide testing must be provided an alternative assessment to reflect student achievement.

1. State and District Assessment

a. ~~Modification of the State Student Assessment Test Instruments and Procedures for Exceptional Students, and Other Eligible Handicapped Students~~

State Board rule 6A-1.0943, FAC provides the basis for accommodations to Florida's statewide assessment system for students with disabilities who have an IEP.

The Division of Public Schools shall develop the modified test instruments required herein and provide technical assistance to school districts in the implementation of the modified test instruments and procedures.

Each school board shall implement appropriate modifications of the test instruments and test procedures established for issuance of a standard or special high school diploma, pursuant to Rules 6A-1.0942, 6A-1.095, and 6A-1.0995, FAC., within the limits prescribed herein.

The modifications are authorized, when determined appropriate by the school district superintendent or designee, for any student who has been determined to be an eligible exceptional student pursuant to Rules 6A-6.0301 and 6A-6.0331, FAC., and has a current individual educational plan, or who has been determined to be a handicapped person pursuant to Rule 6A-19.001(6), FAC. Students classified solely as gifted shall not receive any special test modifications. Satisfaction of the requirements of Rule 6A-1.0942, FAC., by any of the above modifications shall have no bearing upon the type of diploma or certificate issued to the student for completing school.

In no case shall the modifications/ accommodations authorized herein be interpreted or construed as an authorization to provide a student with assistance in determining the answer to any test item.

- *Accommodations should facilitate an accurate demonstration of what the student knows or can do.*
- *Accommodations should not provide the student with an unfair advantage or interfere with the validity of a test; the underlying skills that are being measured by the test must not be changed.*
- *Accommodations must be the same or nearly the same as adaptations used by the student in completing classroom instruction and assessment activities.*
- *Accommodations must be necessary for enabling the student to demonstrate knowledge, ability, skill or mastery.*

All students, including those with disabilities, must participate in the state's assessment and accountability system. Students with disabilities who are following the general education program and pursuing a standard route to a standard diploma shall participate in the same state and district assessments as their general education peers, including the FCAT, FSA, and EOC exams. If students with disabilities receive testing accommodations, the accommodations must be listed in the student's Individual Education Plan (IEP) and be utilized regularly during classroom instruction and assessment. Allowed accommodations are listed in the procedures manual for each specific test.

Legislation provides for a waiver of the FSA as a requirement for graduation with a standard high school diploma for students with disabilities, and an IEP, whose abilities cannot be accurately measured by the statewide assessments. The individual education plan team may request a waiver of the FSA requirement for a stand high school diploma for those students identified in the Enhanced New Needed Opportunity for a Better Life and Education for Students with Disabilities Act (ENNOBLES) who also meet the requirements set for in Sections 1003.4282. Students with disabilities with Section 504 plans are not eligible for a waiver.

b. Allowable Assessment Accommodations

Test manuals generally provide a listing of allowable accommodations that can be used for all students, including students with disabilities. Accommodations for students with disabilities currently allowable for statewide testing that could be provided for district testing include the following:

- Flexible Setting. Students may take tests individually or in a small group setting, under a proctor's supervision.
- Flexible Scheduling. Students may be assessed in several brief sessions kept within the time period of the testing schedule. Extended time may be provided as appropriate for the particular test being administered.
- Recording of Answers. Students may mark answers in a test booklet, type the answers by machine, or indicate the selected answers to a test proctor. The proctor may then transcribe the student's responses onto a machine-scoreable answer sheet.
- Mechanical Aids. Students may use a magnifying device, a pointer, a non-calibrated rule or template, or other similar devices to assist in maintaining visual attention to the test booklet. An abacus and a Braillewriter may be used.
- Revised Format. Students may be tested by one or more of the following three (3) methods:
 1. Visual Reading. Students may be tested with enlarged print materials or with regular print materials enlarged through mechanical or electronic means. Enlarged materials shall be provided only for students who meet the eligibility criteria for visually impaired programs specified in Rule 6A-6.03014, FAC.
 2. Tactile Reading. Students may be tested with materials, which have been transformed to Braille code or tested by using devices, which permit optical to tactile transformations. Test items which have no real world application for the non-sighted person will be deleted from the tactile forms authorized or provided by the Department and shall be deleted from the requirements of Rules 6A-1.0941 and 6A-1.0942, FAC.
 3. Auditory or Sign Language Presentations. The test administrator may sign, provide oral interpretations of, or read to students the following portions of the test: all mathematics items, all writing items, all oral reading items, and all directions. The reading items must be read by the student using visual or tactile means.

State Board of Education Rule 6A-1.0996(2)(b) requires that nothing shall be construed to limit or restrict the right of a student with a disability solely to a Special Diploma. The IEP committee shall document whether the student is pursuing a course of study leading toward a Standard or Special Diploma on the IEP developed during the student's eighth grade year, or the IEP developed during the school year of the fourteenth birthday, whichever occurs first.

a. Alternate Assessment Guidelines

The use of an alternate assessment is an individual decision for students who have been excluded from taking the general statewide or district assessments and have cognitive disabilities that limit their ability to achieve the State

Performance Standards. Alternate assessment for students in exceptional education will mirror the assessments of students participating in district and state assessment programs at each grade level by subject area. The standards assessed at the appropriate grade levels will be based on the State Performance Standards Access Points for ~~Severely Cognitively Disabled students with significant cognitive disabilities.~~

The Statewide Alternate Assessment for students in grades 3-11 that addresses the State Performance Standards Access Points for ~~students with significant cognitive disabilities Severely Cognitively Disabled students~~ will be utilized to determine the appropriate level of the student ~~(independent, supported, participatory).~~ For kindergarten-grade 2 students, an approved alternate assessment or combination of alternate assessments will be given.

The alternate assessment will include scoring criteria that clearly identifies how the student's performance is to be judged.

Documentation of the alternate assessment will include: student name, date of assessment, person conducting assessment, score(s) received by the student or descriptions(s) of behavior observed and description of activities and scoring criteria used to judge student performance.

The alternate assessment results will be reported to the parent around the same time period as FCAT reports are sent out. Alternate assessment results will also be used to plan the student's IEP, report progress toward mastery of annual goals, and plan the instructional program for the next year.

State Board of Education Exemption

Upon receipt of a written request from the superintendent, the Commissioner may exempt an exceptional student or one who has been determined to be a person with a disability pursuant to Rule 6A-19.001(6), FAC, from meeting specific requirements for graduation, due to extraordinary circumstances which would cause the results of the testing to not represent the student's achievements, but rather reflect the student's impaired sensory, manual, speaking or psychological process skills. The written request must document the specific extraordinary circumstances, which prevents the students from meeting the requirements of Rules 6A01.0942 and 6A-1.095(4), FAC.

C. Standards and Promotion Criteria

For students enrolled in exceptional student education programs, promotion or movement between grades and levels (primary, intermediate, secondary) will be a reflection of successful completion of IEP goals and objectives, mastery of State Performance Standards, State Performance Standards for Special Diploma or Community Employment competencies, (whichever is applicable), chronological age, or social-emotional maturity.

- 1. Decisions regarding the promotion/retention of 3rd grade students with disabilities must be based on provision of S.1008.25(5)(b), Florida Statutes. A small number of students with disabilities may be promoted if they meet requirements for good cause.*
- 2. Decisions to promote are made by the principal based on the recommendation of the IEP Team. Participation in the regular state assessment program shall be available to all exceptional students. Articulation staffings shall be held on students moving from school to school (ex. PK-K, Elementary-Middle, Middle-High).*

D. Report of Student Progress

1. Class/Course Reports

- *Students enrolled in ESE classes should receive grades based on their individual needs. Grades shall be supported by records which indicate how the teacher arrived at the evaluation. Evaluation must be based upon the student's classroom work, observations, tests, and other relevant information.*
- *Parents will be informed of their student's progress through the student's IEP, each report period, conferences, and other communication between teacher and parent.*

2. IEP Goals and Objective Progress and Reports

The IEP must include a statement of the child's level of progress toward the annual goals or benchmarks, how progress will be measured, and how the child's parents will be regularly informed at least as often as parents of non-disabled children are informed of their progress by such means as progress reports and report cards.

E.D. - Graduation Requirements - Standard Diploma

A standard high school diploma will be awarded to students who meet the requirements as referenced in the secondary education section of this Student Progression Plan, demonstrate mastery of the State Performance Standards that apply, and pass such demonstrated test. In Rule 6A-.0312, FAC, School boards shall provide accommodations to basic courses, as necessary, to assure exceptional students the opportunity to meet the graduation requirements for a standard diploma. School boards shall modify vocational courses and programs of study, as necessary, to assure exceptional students the opportunity to meet graduation requirements for a standard or a special diploma.

- 1. Accommodations to basic courses shall not include modifications to the curriculum frameworks or student performance standards. When modifying vocational courses, the particular outcomes and student performance standards, which a student must master to earn credit, must be specified on the student's individual educational plan.*
- 2. Accommodations to basic or vocational courses may include any of the following:*
 - a. The instructional time may be increased or decreased*
 - b. Instructional methodology may be varied.*
 - c. Special communications systems may be used by the teacher or the student.*
 - d. Classroom and district test administration procedures and other evaluation procedures may be adjusted as specified in Rule 6A-1.0943, FAC, to accommodate the student's disability.*
- 3. When making accommodations to basic courses, the school board shall use one of the following strategies:*
 - a. Assignment of the exceptional student to an exceptional education class for instruction in a basic course with the same student performance standards as those required of non-exceptional students, or*
 - b. Assignment of the exceptional student to a basic education class for instruction which accommodates the student's exceptionality.*

4. The IEP team shall determine which of these strategies to employ based on an assessment of the student's needs and shall reflect this decision in the student's Individual Educational Plan. Course accommodations will be used to facilitate student participation in the general curriculum to the extent possible. At least one regular education teacher will be involved in IEP development and the determination of course accommodations.
5. Exceptional students enrolled in basic courses utilizing the strategy described in Rule 6-A.0312(3)(a), FAC, shall be counted as exceptional student special program cost factors only if the class is being taught in a special program for exceptional students, by a qualified teacher in accordance with Rule 6A-1.0503, FAC.
6. Students failing the FCAT will be remediated and/or retested at the time designated by the state during the eleventh or twelfth grade. Seniors not passing the FCAT, but having successfully completed courses that meet standard diploma graduation requirements and whose abilities cannot be accurately measured by the statewide assessment test, may meet waiver options as a requirement for a standard high school diploma. Waiver requirements include students:
 - a. who are currently seniors in high school with an Individual Educational Plan (IEP),
 - b. who have met the graduation requirement of 24 academic credits with a cumulative 2.0 or better grade point average (GPA) and any other district requirements,
 - c. who have taken the FCAT at least once in the 10th grade and once in the 11th grade, but have not attained a passing score, and
 - d. for whom the Individual Educational Plan (IEP) team determines that the FCAT cannot accurately measure the student's abilities, taking into consideration all allowable accommodations.
7. Students may select and move between courses of study leading to Standard or Special Diplomas as appropriate. (Rule 6A.0996(2)FAC).

F.E. Graduation Requirements - Special Diploma

Students who have been properly classified in accordance with rules established by the state board as educable mentally handicapped, trainable mentally handicapped, hearing impaired, specific learning disabled, emotional behavior disorder, profoundly handicapped, autism spectrum disorder, physically impaired, or language impaired shall not be required to meet all requirements for a standard diploma and shall, upon meeting all applicable requirements for a special diploma, be awarded a special diploma in a form prescribed by the state board rule. Students may use basic, vocational, and exceptional student education courses as appropriate for meeting graduation requirements. Students may select and move between the Special Diploma options, and between courses of study leading to Standard or Special Diploma, as appropriate. Nothing contained in this rule shall be construed to limit or restrict the right of an exceptional student solely to a Special Diploma. School board shall award Special Diplomas based on two (2) options. The IEP Committee will determine which of the following options for a Special Diploma is most appropriate to meet the needs of students with disabilities. This decision will be documented in the Individual Educational Plan.

1-F. Option 1

- a. The State Performance Standards for Special Diploma are 14 high school exit standards set by the State of Florida that students with disabilities must achieve in order to be awarded a Special Diploma under Option 1
- b. Minimum required credits for students **entering ninth grade in 2007-2008 and thereafter:**
Academics – 9, Electives – 15, for a TOTAL of 24.
- c. Attain 2.0 grade point average

2-G. Option 2

Option 2 is based on mastery of employment and community competencies. Students may enter a course of study leading to graduation under Option 2 at a date no earlier than the second term of the year in which his/her original class will complete regular graduation.

- a. Employment and community competencies. The school board's requirements for demonstration of mastery of specified employment and community competencies shall ensure:*

1. The student has achieved all the annual goals and short-term objectives, which were specified on the IEP, related to the employment and community competencies.

2. The student is employed in a community-based job, for the number of hours per week specified in the student's training plan, for the equivalent of one (1) term, and paid a minimum wage in compliance with the requirements of the Fair Labor Standards Act.

3. The student has mastered the employment and community competencies specified in a graduation training plan. The training plan shall be developed and signed by the student, parent, teacher, and employer prior to placement in employment and shall identify the following:

- a. The expected employment and community competencies*
- b. The criteria for determining and certifying mastery of the competencies*
- c. The work schedule and the minimum number of hours to be worked per week, and*
- d. A description of the supervision to be provided by school district staff.*

G.F. Types of Certificates

1. Certificate of Completion

A student who has met all requirements for graduation with a standard diploma with the exception of passing the FCAT or being granted a waiver shall be awarded a Certificate of Completion.

2. Special Certificate of Completion

A student who has met the credit requirements as specified for a special diploma, but fails to master the State Performance Standards for Special Diploma, or requirements for Option 2 (as applicable) shall be awarded a Special Certificate of Completion.

ENGLISH for SPEAKERS of OTHER LANGUAGES (ESOL)

A. Placement

Students in the English for Speakers of Other Languages (ESOL) program are commonly referred to as English Language Learners (ELLs). ELLs shall be placed in appropriate courses designed to provide ESOL instruction in English and the basic subject areas of mathematics, science, and social studies. Upon enrollment, and ELL student must have verification of the DEUSS (date entered US Schools).

The ELL Committee, which is composed of the principal or designee, an ESOL/language arts teacher, the guidance counselor, and any other instructional personnel responsible for the instruction of ELLs, shall make recommendations concerning the appropriate placement, promotion and retention of English Language Learner students. Parents/guardians of students being reviewed shall be invited to participate in the meetings.

Criteria to be utilized in making appropriate placement decisions include the following:

- academic performance and progress of a student based on formal and/or alternative assessments,
- progress, attendance and retention reports, and
- number of years the student has been enrolled in the ESOL Program.

B. Assessment, Retention and Promotion

1. Assessment

In general, all ELLs participate in the state's assessment and accountability system. As part of the No Child Left Behind legislation, all ELLs shall be assessed annually in reading, writing, listening and speaking.

2. Retention

Retention of an ELL is based on unsatisfactory performance in reading, writing and mathematics as determined by the Student Support Team, in conjunction with the ELL Committee. Students cannot be retained based solely on English language acquisition.

3. Promotion in Grade 12 1003.433 (3) F.S.

Students who have been enrolled in an ESOL program for less than two (2) years and have met all requirements for a standard high school diploma except for passing the grade 10 state ELA assessment or having a concordant score may receive immersion English language instruction during the summer following their senior year (to the extent funding is provided in the General Appropriations Act.) Students receiving such instruction are eligible to take the s or other assessments that provide a concordant score.

C. Awarding of Credit

ELLs shall be given credit toward fulfilling graduation requirements in English for each ESOL English course completed satisfactorily. Credit shall also be given toward fulfilling graduation requirements for each basic subject area course completed satisfactorily through ESOL instruction.

APPENDIX: Required instruction (1003.42 F.S.)

Florida Statute, 1003.42, provides for required courses and instruction to ensure that students meet State Board of Education adopted standards. Most specifically, members of the instructional staff of the public schools, subject to the rules of the State Board of Education and the district school board, shall teach efficiently and faithfully, using the books and materials required that meet the highest standards for professionalism and historic accuracy, following the prescribed courses of study, and employing approved methods of instruction.

State Board of Education Rule 6A-1.09412 Course Requirements - Grades K-12 Basic and Adult Secondary Programs reads: A course description directs district personnel by providing the essential content and course requirements for each course in grades K-12 contained in the "Course Code Directory and Instructional Personnel Assignments" adopted by Rule 6A-1.09441, F.A.C. Course requirements approved by the State Board of Education and are (available) online.

A.H. Elementary Level Curriculum (K-5)

The Course of Study for the Suwannee County School System shall consist of subjects and courses selected from the current edition of the Course Code Directory and Instructional Personnel Assignments (CCD) published annually by the State of Florida, Department of Education.

Student schedules may reflect course code numbers by subject or as self-contained as appropriate. Regardless of scheduling techniques minimum time requirements for instruction shall be met as outlined above and include courses from a school Course of Study approved annually.

The required program of study for elementary grades in the Suwannee County Public Schools reflects state and local requirements for elementary education. All grades shall emphasize Florida Standards in reading, writing, mathematics, and science.

The following areas of study are required for each grade K-5:

- *reading/language arts*
- *writing*
- *handwriting*
- *mathematics*
- *science*
- *physical education*
- *music*
- *the arts*
- *social studies (integrated in grades K, 1 and 2 through the Florida Standards in reading, writing, math, and science)*
- *health (integrated in grades K, 1 and 2 through the Florida Standards in reading, writing, math, and science)*

All classes will provide appropriate instruction designed to ensure that students meet Florida Standards. Careers and vocational awareness will be integrated into the curriculum. Technology will be an integral tool in the elementary instructional program. Students will understand and utilize technology as a source of information and an application of data for problem-solving. Members of the elementary instructional staff shall use approved materials and resources to teach the following:

- a) The history and content of the Declaration of Independence, including national sovereignty, natural law, self-evident truth, equality of all persons, limited government, popular sovereignty, and inalienable rights of life, liberty, and property, and how they form the philosophical foundation of our government.*
 - (b) The history, meaning, significance, and effect of the provisions of the Constitution of the United States and amendments thereto, with emphasis on each of the 10 amendments that make up the Bill of Rights and how the constitution provides the structure of our government.*
 - (c) The arguments in support of adopting our republican form of government, as they are embodied in the most important of the Federalist Papers.*
 - (d) Flag education, including proper flag display and flag salute.*
 - (e) The elements of civil government, including the primary functions of and interrelationships between the Federal Government, the state, and its counties, municipalities, school districts, and special districts.*
 - (f) The history of the United States, including the period of discovery, early colonies, the War for Independence, the Civil War, the expansion of the United States to its present boundaries, the world wars, and the civil rights movement to the present. American history shall be viewed as factual, not as constructed, shall be viewed as knowable, teachable, and testable, and shall be defined as the creation of a new nation based largely on the universal principles stated in the Declaration of Independence.*
 - (g) The history of the Holocaust (1933-1945), the systematic, planned annihilation of European Jews and other groups by Nazi Germany, a watershed event in the history of humanity, to be taught in a manner that leads to an investigation of human behavior, an understanding of the ramifications of prejudice, racism, and stereotyping, and an examination of what it means to be a responsible and respectful person, for the purposes of encouraging tolerance of diversity in a pluralistic society and for nurturing and protecting democratic values and institutions.*
 - (h) The history of African Americans, including the history of African peoples before the political conflicts that led to the development of slavery, the passage to America, the enslavement experience, abolition, and the contributions of African Americans to society. Instructional materials shall include the contributions of African Americans to American society.*
 - (i) The elementary principles of agriculture.*
 - (j) The true effects of all alcoholic and intoxicating liquors and beverages and narcotics upon the human body and mind.*
 - (k) Kindness to animals.*
 - (l) The history of the state.*
-
- (m) The conservation of natural resources.*
 - (n) Comprehensive health education that addresses concepts of community health; consumer health; environmental health; family life, including an awareness of the benefits of sexual abstinence as the expected standard and the consequences of teenage pregnancy; mental and emotional health; injury prevention and safety; nutrition; personal health; prevention and control of disease; and substance use and abuse.*

(o) Such additional materials, subjects, courses, or fields in such grades as are prescribed by law or by rules of the State Board of Education and the district school board in fulfilling the requirements of law.

(p) The study of Hispanic contributions to the United States.

(q) The study of women's contributions to the United States.

(r) The nature and importance of free enterprise to the United States economy.

(s) A character-development program in the elementary schools, similar to Character First or Character Counts, which is secular in nature. Beginning in school year 2004-2005, the character-development program shall be required in kindergarten through grade 12. Each district school board shall develop or adopt a curriculum for the character-development program that shall be submitted to the department for approval. The character-development curriculum shall stress the qualities of patriotism; responsibility; citizenship; kindness; respect for authority, life, liberty, and personal property; honesty; charity; self-control; racial, ethnic, and religious tolerance; and cooperation.

(t) In order to encourage patriotism, the sacrifices that veterans have made in serving our country and protecting democratic values worldwide. Such instruction must occur on or before Veterans' Day and Memorial Day. Members of the instructional staff are encouraged to use the assistance of local veterans when practicable.

Any student whose parent makes written request to the school principal shall be exempted from the teaching of reproductive health or any disease, including HIV/AIDS, its symptoms, development, and treatment. A student so exempted may not be penalized by reason of that exemption. Course descriptions for comprehensive health education shall not interfere with the local determination of appropriate curriculum which reflects local values and concerns.

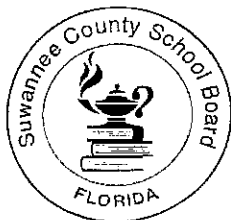
Specifics on courses and/or time requirements are outlined below and/or those approved annually in accordance with each individual school Course of Study.

Health Education and Alcohol and Substance Abuse

Requirements for instruction in shall include yearly hours as follows:

<i>Health Education (Including Substance Abuse)</i>	<i>Health Education Hours</i>	<i>Substance Abuse Hours (Including Alcohol Abuse)</i>
<i>Grade 3</i>	<i>40</i>	<i>10</i>
<i>Grade 4</i>	<i>60</i>	<i>10</i>
<i>Grade 5</i>	<i>60</i>	<i>12</i>

SUWANNEE COUNTY SCHOOL BOARD



Serving The Children Of Our Community

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

JERRY A. SCARBOROUGH
Superintendent of Schools

MEMORANDUM

JERRY TAYLOR
DISTRICT 1

CATHERINE CASON
DISTRICT 2

JULIE ULMER
DISTRICT 3

ED DA SILVA
DISTRICT 4

RONALD WHITE
DISTRICT 5

LEONARD J. DIETZEN, III
BOARD ATTORNEY

TO: Jerry A. Scarborough, Superintendent of Schools *JAS/AB*

FROM: Janene Fitzpatrick, Director of Curriculum and Instruction *[Signature]*

DATE: June 5, 2015

RE: Agenda Item for June 23, 2015, Regular Board Meeting

RECOMMENDATION(S):

The Superintendent recommends approval to amend the 2015 Summer School Schedule as follows:

Pre-Kindergarten (VPK)

Eligibility: Per DOE guidelines

Schedule: Eight (8) week session: 6/10 – 8/6 at SPS

7:30 - 4:36 student day (9 hrs.)

7:00 - 5:00 teacher day (10 hrs.)

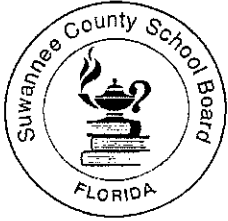
Personnel: Six (6) teachers with 1:10 ratio

Funding: VPK

BACKGROUND:

Each year the School Board approves the summer school schedule for the secondary and elementary programs.

SUWANNEE COUNTY SCHOOL BOARD



Serving The Children Of Our Community

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

JERRY A. SCARBOROUGH
Superintendent of Schools

JERRY TAYLOR
DISTRICT 1

CATHERINE CASON
DISTRICT 2

JULIE ULMER
DISTRICT 3

ED DA SILVA
DISTRICT 4

RONALD WHITE
DISTRICT 5

LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools *JAS/BB*
FROM: Janene Fitzpatrick, Director of Curriculum and Instruction *[Signature]*
DATE: May 28, 2015
RE: Agenda Item for June 23, 2015, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of the revised 2015-2016 Suwannee County School Calendar.

BACKGROUND:

The School Board approved the 2015-2016 Suwannee County School Calendar at the April 28, 2015 regular board meeting. At the request of the Wellness Committee, the County PD Day needs to be changed from November 4, 2015 to February 3, 2016.

SUWANNEE COUNTY SCHOOL BOARD
CALENDAR FOR SCHOOL YEAR
2015-2016

July 2015						
2 nd Holiday			1	2	3	
	6	7	8	9	10	
	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30	31	

January 2016						
1 st Winter Break 14 th End 2 nd Quarter 15 th Teacher Work Day 18 th MLK Day					1	
	4	5	6	7	8	
	11	12	13	14	15	
	18	19	20	21	22	
	25	26	27	28	29	

August 2015						
11 th - 14 th Preplanning 17 th Students Begin	3	4	5	6	7	
	10	11	12	13	14	
	17	18	19	20	21	
	24	25	26	27	28	
	31					

February 2016						
3 rd County PD Day 15 th Presidents Day 19 th Progress Reports	1	2	3	4	5	
	8	9	10	11	12	
	15	16	17	18	19	
	22	23	24	25	26	
	29					

September 2015						
2 nd PD Day 7 th Labor Day 17 th Progress Reports		1	2	3	4	
	7	8	9	10	11	
	14	15	16	17	18	
	21	22	23	24	25	
	28	29	30			

March 2016						
2 nd PD Day 21 st - 25 th Spring Break 30 th End of 3 rd Quarter		1	2	3	4	
	7	8	9	10	11	
	14	15	16	17	18	
	21	22	23	24	25	
	28	29	30	31		

October 2015						
7 th PD Day 19 th End 1 st Quarter 23 rd Teacher Work Day				1	2	
	5	6	7	8	9	
	12	13	14	15	16	
	19	20	21	22	23	
	26	27	28	29	30	

April 2016						
1 st Teacher Work Day					1	
	4	5	6	7	8	
	11	12	13	14	15	
	18	19	20	21	22	
	25	26	27	28	29	

November 2015						
4 th PD Day 11 th Veterans Day 23 rd - 27 th Thanksgiving	2	3	4	5	6	
	9	10	11	12	13	
	16	17	18	19	20	
	23	24	25	26	27	
	30					

May 2016						
2 nd Progress Report 4 th PD Day 30 th Memorial Day	2	3	4	5	6	
	9	10	11	12	13	
	16	17	18	19	20	
	23	24	25	26	27	
	30	31				

December 2015						
1 st Progress Reports 2 nd PD Day 18 th Early Release 21 st - 31 st Winter Break		1	2	3	4	
	7	8	9	10	11	
	14	15	16	17	18	
	21	22	23	24	25	
	28	29	30	31		

June 2016						
1 st - 2 nd Early Release 2 nd Students' Last Day 2 nd - End of 4 th Quarter 3 rd and 6 th Post Planning			1	2	3	
	6	7	8	9	10	
	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30		



PD Day - Holiday for Students



Holidays for 10/11 month teachers, students, bus drivers, food service workers, and paraprofessionals.



Holidays for ALL employees and students.



Teacher Work Day - Holiday for students, bus drivers, food service workers, and paraprofessionals (as assigned)

* Early Release days may be subject to change with prior notice.

SCSB approved 04/28/2015

SCSB revised 06/23/2015

SUWANNEE COUNTY SCHOOL BOARD
CALENDAR FOR SCHOOL YEAR
2015-2016

Pre-Planning August 11 - 14, 2015 Post-Planning June 3 - 6, 2016

GRADING PERIODS AND REPORTING DATES

First quarter/term:	
Progress reports will be distributed	September 17, 2015
End of first quarter/mid 1 st term	October 19, 2015
Grade reports go out	October 28, 2015
Second quarter/term:	
Progress reports will be distributed	December 1, 2015
End of second quarter/end of 1 st term	January 14, 2016
Grade reports go out	January 21, 2016
Third quarter/term:	
Progress reports will be distributed	February 19, 2016
End of third quarter/mid 2 nd term	March 30, 2016
Grade reports go out	April 6, 2016
Fourth quarter/term:	
Progress reports will be distributed	May 2, 2016
End of fourth quarter/end of 2 nd term	June 2, 2016

The school office is responsible for the distribution of report cards at the end of the year.

TEACHERS' WORKDAYS

October 23, 2015	April 1, 2016
January 15, 2016	

PROFESSIONAL DEVELOPMENT DAYS (*7.25 hr days - except for County PD Day)

September 2, 2015	*February 3, 2016
October 7, 2015	March 2, 2016
November 4, 2015	May 4, 2016
December 2, 2015	

HOLIDAYS 12-Months

July 2, 2015	January 1, 2016
September 7, 2015	January 18, 2016
November 11, 2015	February 15, 2016
November 23-27, 2015	March 21-23, 2016
December 21-25, 2015	May 30, 2016
December 30-31, 2015	

HOLIDAYS Students

September 2, 2015	January 15, 2016
September 7, 2015	January 18, 2016
October 7, 2015	February 3, 2016
October 23, 2015	February 15, 2016
November 4, 2015	March 2, 2016
November 11, 2015	March 21-25, 2016
November 23-27, 2015	April 1, 2016
December 2, 2015	May 4, 2016
December 21-31, 2015	May 30, 2016
January 1, 2016	

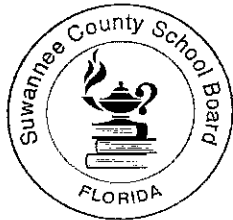
TEACHER PAID HOLIDAYS (6)

Labor Day	Christmas Day
Veterans' Day	Martin Luther King Day
Thanksgiving Day	President's Day

- Paraprofessionals will work all student days, six professional development days, plus five of the following to determined by individual principal: Pre Planning, Post Planning, Teacher Work Days
- Food Service and Bus Drivers work 6 professional development days as determined by supervisor.
- 10 months personnel work 196 days.
- 11 months personnel work 216 days.

SCSB approved 04/28/2015
SCSD revised 06/23/2015

SUWANNEE COUNTY SCHOOL BOARD



Serving The Children Of Our Community

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

JERRY A. SCARBOROUGH
Superintendent of Schools

JERRY TAYLOR
DISTRICT 1

CATHERINE CASON
DISTRICT 2

JULIE ULMER
DISTRICT 3

ED DA SILVA
DISTRICT 4

RONALD WHITE
DISTRICT 5

LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools *JAS/RS*
FROM: Janene Fitzpatrick, Director of Curriculum and Instruction *JF*
THRU: Bill Brothers, Director of Human Resources *RB*
Vickie Music DePratter, Chief Financial Officer
DATE: June 10, 2015
RE: Agenda Item for June 23, 2015 Regular Board Meeting

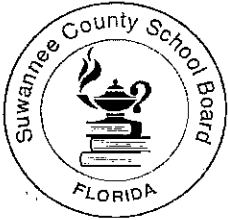
RECOMMENDATION:

The Superintendent recommends the addition of (1) nurse to work at SES in the 21st Century Summer Program.

BACKGROUND:

We anticipate needing the position for the 21st Century summer program, due to enrolled student health needs.

SUWANNEE COUNTY SCHOOL BOARD



Serving The Children Of Our Community

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

JERRY A. SCARBOROUGH
Superintendent of Schools

JERRY TAYLOR
DISTRICT 1

CATHERINE CASON
DISTRICT 2

JULIE ULMER
DISTRICT 3

ED DA SILVA
DISTRICT 4

RONALD WHITE
DISTRICT 5

LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools *JAS/BJS*
FROM: Janene Fitzpatrick, Director of Curriculum and Instruction *JF*
THRU: Bill Brothers, Director of Human Resources *BB*
Vickie Music DePratter, Chief Financial Officer *VM* FOR VMD
DATE: June 10, 2015
RE: Agenda Item for June 23, 2015, Regular Board Meeting

RECOMMENDATION:

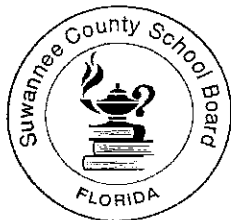
The Superintendent recommends approval for additional 2015-16 Elementary Opportunity School personnel needs as follows:

POSITION	Number	Funding
Elementary Teacher (SHS)	1	Title I (SHS)
Elementary Teacher (BES)	1	Title I (District)
Paraprofessional (BES)	1	Title I (District)

BACKGROUND:

We are requesting the positions listed above for the 2015-2016 school term. These positions are required to serve the expanding need for services in the K-2 population at Live Oak and Branford Elementary Schools.

SUWANNEE COUNTY SCHOOL BOARD



Serving The Children Of Our Community

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

JERRY A. SCARBOROUGH
Superintendent of Schools

JERRY TAYLOR
DISTRICT 1

CATHERINE CASON
DISTRICT 2

JULIE ULMER
DISTRICT 3

ED DA SILVA
DISTRICT 4

RONALD WHITE
DISTRICT 5

LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools *JA/SRB*
FROM: Janene Fitzpatrick, Director of Curriculum and Instruction *JF*
THRU: Bill Brothers, Director of Human Resources *BB*
Vickie Music DePratter, Chief Financial Officer *VB* *FOR VMD*
DATE: June 10, 2015
RE: Agenda Item for June 23, 2015, Regular Board Meeting

RECOMMENDATION:

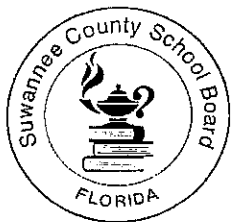
The Superintendent recommends approval for additional 2015-16 Suwannee Virtual School personnel needs as follows:

POSITION	Number
Elementary Teacher	1

BACKGROUND:

Due to switching from contracted services with NEFEC, we anticipate needing the position listed above for the 2015-2016 school term. This position will be based on student enrollment.

SUWANNEE COUNTY SCHOOL BOARD



Serving The Children Of Our Community

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

JERRY A. SCARBOROUGH
Superintendent of Schools

JERRY TAYLOR
DISTRICT 1

CATHERINE CASON
DISTRICT 2

JULIE ULMER
DISTRICT 3

ED DA SILVA
DISTRICT 4

RONALD WHITE
DISTRICT 5

LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Jerry Scarborough, Superintendent of Schools *JAS/BP*

FROM: Bill Brothers, Director of Human Resources *BB*

THRU: Vickie Music DePratter, Chief Financial Officer *SB3 FOR MO*
Janene Fitzpatrick, Director of Curriculum and Instruction

DATE: June 5, 2015

RE: June 23, 2015 Regular Meeting Agenda Item

RECOMMENDATION:

The Superintendent recommends approval of the revisions to the following form:

7200-012 - *Public Complaint Form Regarding Curriculum or Instructional Materials*

BACKGROUND:

The revisions to this form are necessary to reflect the recent revisions to Policy 4.17, *Challenged Materials*. This form is required to be published on the District website.

**SUWANNEE COUNTY SCHOOLS
PUBLIC COMPLAINT FORM REGARDING CURRICULUM OR INSTRUCTIONAL
MATERIALS**

The following information is required concerning all challenged materials:

Author, compiler, or editor _____

Publisher _____

Title _____

Reason(s) for objection _____

Page number(s) for each item challenged _____

Complainant's Name _____ Telephone Number _____

Complainant's Address _____

Signature of Complainant

Date

The following procedures shall be followed when the appropriateness of books or materials is questioned:

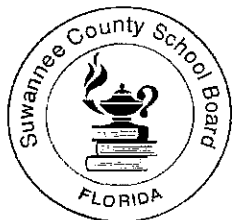
At the school level, a committee of teachers, educational media specialists, and other qualified personnel shall be appointed by the principal to evaluate the challenged materials and to make recommendations of any changes. The principal shall notify the Superintendent and the instructional materials coordinator when a committee is convened.

Challenged County-adopted curriculum materials shall not be removed immediately; however, ~~any other non-district adopted~~ materials shall not be available for student use pending a final decision.

Challenged materials shall be read and re-evaluated by the committee, considering the specific objections raised. The committee shall report its decision within fifteen (15) working days. The complainant shall be informed in writing concerning the committee's recommendations. If the complainant disagrees with the decision rendered, a committee shall be appointed by the Superintendent to review the appeal. The Superintendent shall designate the instructional materials coordinator as being responsible for the organization of this review committee according to School Board policies.

The complainant may appeal to the School Board when the school and district-level appeals do not satisfactorily resolve the concerns.

SUWANNEE COUNTY SCHOOL BOARD



Serving The Children Of Our Community

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

JERRY A. SCARBOROUGH
Superintendent of Schools

JERRY TAYLOR
DISTRICT 1

CATHERINE CASON
DISTRICT 2

JULIE ULMER
DISTRICT 3

ED DA SILVA
DISTRICT 4

RONALD WHITE
DISTRICT 5

LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Jerry Scarborough, Superintendent of Schools *JAS/BS*

FROM: Bill Brothers, Director of Human Resources *BB*

THRU: Janene Fitzpatrick, Director of Curriculum
Vickie Music DePratter, Chief Financial Officer *BB FOR VMD*

DATE: June 1, 2015

RE: Agenda Item for the June 23, 2015, Regular Meeting

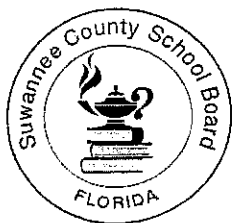
RECOMMENDATION:

The Superintendent recommends approval to overlap two contracts for the SHS Principal position beginning June 10, 2015, through June 30, 2015.

BACKGROUND:

Malcolm Hines is a 10 month employee and his current contract expires on June 9, 2015. The ten (10) working day overlap of the principal contracts will allow Mr. Hines to officially begin in his new role as principal, and be compensated as such. The additional cost to the District would be \$3,065.10.

SUWANNEE COUNTY SCHOOL BOARD



Serving The Children Of Our Community

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

JERRY A. SCARBOROUGH
Superintendent of Schools

JERRY TAYLOR
DISTRICT 1

CATHERINE CASON
DISTRICT 2

JULIE ULMER
DISTRICT 3

ED DA SILVA
DISTRICT 4

RONALD WHITE
DISTRICT 5

LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools *JAS/BP*

FROM: Bill Brothers, Director of Human Resources *BB*

THRU: Janene Fitzpatrick, Director of Curriculum & Instruction
Vickie Music DePratter, Chief Financial Officer *FOR VMD*

DATE: June 8, 2015

RE: Agenda Item for the June 23, 2015 Regular Board Meeting

RECOMMENDATION:

Superintendent recommends approval of the following Personnel items.

- a. Revised job description #12 Assistant Superintendent of Administration
- b. Revised job description #13 Assistant Superintendent of Instruction

BACKGROUND:

Revisions necessary to reflect changes in essential job functions and support staff related to these positions.

SCHOOL DISTRICT OF SUWANNEE COUNTY
ASSISTANT SUPERINTENDENT OF ADMINISTRATION
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:

Ability to prepare agenda items and present them to the School Board. Ability to work with the legislative process. Human relation skills and ability to work with group process. Ability to manage diverse functions. Knowledge of construction procedures, requirements and techniques. Knowledge of Florida Inventory of School Houses (FISH) reporting. Ability to communicate effectively both orally and in writing. Knowledge of current trends, research and best practices related to assignment. Knowledge of federal, state and district rules, regulations and policies as they relate to job function. Knowledge of the organization and operation of the District.

REPORTS TO:

Superintendent

JOB GOAL

To fulfill assigned administrative services responsibilities in a manner that instills confidence in the Superintendent and the Board and promotes the safety and welfare of students and staff.

SUPERVISES:

Director of Career, Technical, and Adult Education
Director of Maintenance Facilities
Director of Food Services
Director of Human Resources
Director of Information Technology
Director of Transportation
Supervisor of Distribution

Principals
Secretary for Administration to
Assistant Superintendent/
Administration
District Secretary
Receptionist

PERFORMANCE RESPONSIBILITIES:**Service Delivery**

- * (1) Coordinate procedures relevant to the Critical Incident Plan.
- * (2) Update the ~~secondary~~ Student Conduct and Discipline Code.
- * (3) ~~Develop~~ Assist in developing the Five-Year Facility Work Plan.
- * (4) ~~Manage~~ Assist in the management of the Special Maintenance Funds.
- * (5) Approve employee directors and support staff leave forms.

ASSISTANT SUPERINTENDENT OF ADMINISTRATION (Continued)

- * (6) Receive and process complaints from community, students and staff.
- * (7) ~~Compose~~ Assist in the composition of District-wide job descriptions.
- * (8) ~~Monitor students and take truancy cases before the judge.~~
- * (8) ~~Approve~~ Assist in the approval for request for special use of the District's transportation system.
- * (9) Supervise the overall operation of administrative services including schools, IT, transportation, facilities, human resources, and school food service.

Intra/Inter-Agency Communication and Delivery

- * (10) Coordinate regularly scheduled ~~principal~~ directors and/or staff meetings.
- * (11) Assist in the interpretation of programs, philosophy, and policies of the District to staff, students, and the community.
- * (12) Serve as liaison with the Florida Department of Education for assigned areas of responsibility.
- * (13) Keep Superintendent informed of potential problems or unusual events.
- * (14) Work closely with District and school staffs to support school improvement initiatives and processes.
- * (15) Serve as liaison for FHSAA communications and support for school district athletic directors.
- * (16) Serve as the superintendent's liaison to the North East Florida Education Consortium (NEFEC).

Professional Growth and Development

- * (17) Promote and support professional development for self and others.
- * (18) Attend meetings and conferences which promote professional growth and will benefit the District.
- * (19) Keep well informed about current developments, best practices, laws and policies related to areas of assignment.

Systemic Functions

- * (20) Provide information and advice to the Superintendent on the status of administrative services and the use of resources for these services.
- * (21) Assist in the preparation of the School Board agenda.
- * (22) Assist the Superintendent in organizational analysis and development.
- * (23) Supervise assigned personnel, conduct annual performance appraisals and make recommendations for appropriate employment action.
- * (24) Develop the department budget and monitor its implementation.
- * (25) Prepare or oversee the preparation of all required reports and maintain appropriate records.
- (26) ~~Perform other tasks consistent with the goals and objectives of this position.~~

Leadership and Strategic Orientation

- * (27) Assist the Superintendent and directors in the formulation, ~~and~~ implementation and monitoring of strategic planning.
- * (28) Provide leadership, oversight, and direction for administrative services in the District.
- * (29) Serve on the Superintendent's Executive Leadership Team.
- * (30) Model and maintain high standards of professional conduct.
- * (31) Demonstrate initiative in recognizing needs or potential for improvement and take appropriate action.

ASSISTANT SUPERINTENDENT OF ADMINISTRATION (Continued)

- *(32) Use appropriate interpersonal styles and methods to guide individuals and groups to task accomplishment.
- *(33) Facilitate problem solving by groups or individuals.
- (34) 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

*Essential Performance Responsibilities
3/25/02

SCHOOL DISTRICT OF SUWANNEE COUNTY
ASSISTANT SUPERINTENDENT FOR 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. In-depth 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 Exceptional Student Education~~
 Director of Student Services/School Psychologist
 Director of Elementary ~~Education~~ and Early Childhood Education
~~Director of Student Assessment/Curriculum Specialist~~
~~Director of Personnel/Vocational Education~~
~~Grant Writer/Title I Coordinator~~ Director of Federal Programs
 21st Century Project Director
 Network Manager
 Assistant Network Manager
 Administrative Secretary/ Textbook and Certification Contact
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) ~~Supervise the technology department, including applying for E-Rate and writing the technology plan for the District.~~ Oversee the development and implementation of the Digital Classroom Plan required by the State.
- * (9) ~~Manage Title II programs and assist with Title VI programs.~~ Coordinate with the Federal Title Programs.
- * (10) Coordinate 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 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 Instruction, the Director of Elementary Education, and the Director of Assessment/Curriculum Specialist.

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

ASSISTANT SUPERINTENDENT OF INSTRUCTION (Continued)

Education and the ~~Southern Association of Colleges and Schools~~ Advance-ED Accreditation.

- *(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.

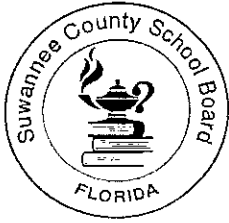
ASSISTANT SUPERINTENDENT OF INSTRUCTION (Continued)

Job Description Supplement No. 11

*Essential Performance Responsibilities

Revised/SCSB Approved 2/25/03

SUWANNEE COUNTY SCHOOL BOARD



Serving The Children Of Our Community

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

JERRY A. SCARBOROUGH
Superintendent of Schools

JERRY TAYLOR
DISTRICT 1

CATHERINE CASON
DISTRICT 2

JULIE ULMER
DISTRICT 3

ED DA SILVA
DISTRICT 4

RONALD WHITE
DISTRICT 5

LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Jerry A. Scarborough, Superintendent of Schools *JAS/BB*
FROM: Bill Brothers, Director of Human Resources *BB*
DATE: June 9, 2015
RE: Personnel Changes List for June 23, 2015, Regular Meeting

RECOMMENDATION:

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

SUWANNEE COUNTY SCHOOL BOARD

Personnel Changes

June 23, 2015

TO: District School Board of Suwannee County

FROM: Jerry A. Scarborough
Jerry A. Scarborough, Superintendent

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

RETIREMENTS: NON-INSTRUCTIONAL:

District Wide/Department of Student Services:

Margaret Wooley, Coordinator Comp. Health Ed./Attendance, effective August 4, 2015

Transportation Department:

Patricia Bryant, bus driver, effective June 5, 2015

RESIGNATIONS: INSTRUCTIONAL:

Branford Elementary School:

Betsylynn Branche, teacher, effective June 1, 2015

Branford High School:

Tyler Branche, teacher, effective June 1, 2015

Jennifer Holtzclaw, teacher, effective June 4, 2015

Suwannee Elementary School:

Kelli Wusterhausen, teacher, effective June 9, 2015

Suwannee Middle School:

Toni Sherrell, teacher, effective June 9, 2015

RESIGNATION: NON-INSTRUCTIONAL:

Suwannee Primary School:

Tamra Abercrombie, Pre-K Paraprofessional/Lead CDA, effective June 9, 2015

RECOMMENDATIONS: INSTRUCTIONAL

District Wide:

Andrew Chapman, teacher, Virtual School

Sergio Rodriquez, teacher, Virtual School

Suwannee High School:

Debra Kleinsmith, Instructor 12-month, effective June 12, 2015

REPLACES: Ron Harrell

LEAVE OF ABSENCE (WORKERS COMP):

Branford High School:

Mickey Dempsey, teacher, May 21-22, 2015, for a total of 12.50 hours

MENTOR:

The following to be paid as mentor:

<u>Teacher</u>	<u>Beginning Teacher</u>	<u>Location</u>
Angel Hill	Courtney Jernigan	BHS

SUPPLEMENTARY:

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>REPLACES</u>
Pamela Cassube	Sophomore Class Sponsor	BHS	NA
Julianna Dees	Freshman Class Sponsor	BHS	NA
Lawanna Gaylard	Junior Class Sponsor	BHS	NA
Lura Sapp	Senior Class Sponsor	BHS	NA
Nina Tuttle	Instructional Leadership	BHS	NA
Abbey Warren	Instructional Leadership	BHS	NA
Danelle Bradow	Instructional Leadership	BHS	NA
Vaster Fryar	Instructional Leadership	BHS	NA
Kathy Wood	Health and Wellness Coordinator	District	NA
Kelly Driggers	Instructional Leadership	SPS	NA
Stephanie Selph	Instructional Leadership	SES	NA
Susan Ratliff	Instructional Leadership	SES	NA
Victoria Carter	Instructional Leadership	SES	NA
Brian Branche	Instructional Leadership	SES	NA
Melinda Berry	Instructional Leadership	SES	NA
Laura K. Roberts	Instructional Leadership	SES	NA

Tammy Michal	Instructional Leadership	SES	NA
April Frye	Instructional Leadership	SIS	NA
Traci K. Kirby	Instructional Leadership	SIS	NA
Kathy Wood	Instructional Leadership	SIS	NA
Marcia Boatright	Instructional Leadership	SIS	NA
Audrey Marshall	Instructional Leadership	SHS	NA
James Wilson	Instructional Leadership	SHS	NA
Jeff Boatright	Instructional Leadership	SHS	NA
Rhoda Broughton	Instructional Leadership	SHS	NA
Isaac Chandler	Senior Class Sponsor	SHS	NA
Vanessa Menhennett	Junior Class Sponsor	SHS	NA
Jenny Hurst	Sophomore Class Sponsor (1/2)	SHS	NA
Paula McMillan	Sophomore Class Sponsor (1/2)	SHS	NA
Dinah Mayne	Freshman Class Sponsor	SHS	NA
Mary Check-Cason	Instructional Leadership	SMS	NA
Robyn Bonds	Instructional Leadership	SMS	NA
Brantley Helvenston	Instructional Leadership	SMS	NA
Jennifer Byrd	Instructional Leadership	SMS	NA
Angie Hester	Instructional Leadership	SMS	NA
Debra Kleinsmith	NJROTC	SHS	R. Harrell

MISCELLANEOUS:

Suwannee-Hamilton Technical Center:

Jeff Lee to work up to 12 days to implement Adult Education activities in progress, salary to be paid from Adult Education Geographic Grant (ABE)

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Facilities Department:

Kevin Williams, groundsman, effective June 22, 2015

REPLACES: Dustin Lane

Information Technology:

Evan Saunders, IT Tech, effective July 7, 2015

REPLACES: Kelly Philmore

Suwannee Elementary School:

Jamie Summers, paraprofessional – temporary, effective June 5, 2015

REPLACES: TeLes Walker

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

Suwannee Middle School:

Theresa Owens, paraprofessional, May 15 through June 6, 2015, with the option of returning sooner

LEAVE OF ABSENCE (MATERNITY):

Transportation Department:

Monica Pitts, bus driver, extend leave through June 5, 2015

LEAVE OF ABSENCE (MEDICAL):

Transportation Department:

Janet Moore-Harris, bus driver, April 24 through June 5, 2015, using days as needed for insurance purposes

LEAVE OF ABSENCE (WORKERS COMP):

Suwannee Intermediate School:

Lori Smith, custodian, May 7, 8, and 11, 2015

STUDENT WORKER:

Molli Humphrey SHTC/My Play School

SUSPENSION:

Transportation Department:

Karen Willis, bus driver, effective June 24, 2015, without pay, pending the resolution of the Superintendent's recommendation of termination

**End of List
2014-2015
School Year**

Summer Term 2014-2015:

RECOMMENDATIONS: INSTRUCTIONAL:

Branford Elementary School:

Wynette Sumner, teacher, Summer Reading Camp

Branford High School:

Tim Clark, teacher

Carl Manna, dean of students

Suwannee Elementary School:

Pam Lewis teacher, Summer Reading Camp

Sandra Winburn teacher, Summer Reading Camp

Denise Baldwin teacher, Summer Reading Camp

Evelyn Arnold teacher, Summer Reading Camp

Suwannee Middle School:

Rowena West, teacher

Suwannee Primary School:

Kimberly Harris, teacher, ESE extended year

Rebecca Monroe, teacher, ESE extended year

Jenny Clark, teacher, ESE extended year, alternate

Jennifer Wooley, teacher, Pre-K

Nancy Seale, teacher, Pre-K

Wendalyn Fulwood, teacher, Pre-K

District Wide/21st Century:

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

Adrienne Taylor

Ashlee Wooley

Denise Baldwin

Crystal Gill

Andrew Chapman

Wendalyn Fulwood

Donna Norris

District Wide:

Andrew Chapman, teacher, Virtual School

Jeffrey Boatright, teacher, Virtual School

Sergio Rodriguez, teacher, Virtual School

Kimberly Tuvell, teacher, Virtual School

Vanessa Menhennett, teacher, Virtual School

Leigh Lundy, teacher, Virtual School
Angie Hester, teacher, Virtual School

MISCELLANEOUS:

District/Curriculum and Instruction:

The following to work up to 20 hours per week on Secondary ELA Assessments, salaries paid from TIF Grant:

Audrey Marshall Vanessa Menhennett

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford High School:

Daphne Harden, paraprofessional, credit recovery

District Wide/PALS Program:

Christina Batton, paraprofessional
Amanda Bartley-Ramirez, paraprofessional
Jamie Summers, paraprofessional
Tiffany Sanders, paraprofessional
Jayvis Ward, paraprofessional

Facilities Department:

Alan Bonds, day laborer
Jonathan Crain, day laborer
Andrew Boggus, day laborer
Austin Murray, day laborer
Devin Hingson, day laborer
Gavin Cashmore, day laborer
Jai Kinsey, day laborer
John LeDew, day laborer

Suwannee Primary School:

Michele Howard, school nurse, ESE extended year
Laritta Hunter, Lead CDA, School Readiness
Tenlee DeLoach, Lead CDA, School Readiness
Amanda Kiser, Lead CDA, School Readiness, alternate
Ta-Trease Sapp, Lead CDA, School Readiness, alternate
Traci Kitchel, Lead CDA, School Readiness, alternate
Virginia Crews, Lead CDA, School Readiness, alternate

Katey Melland, paraprofessional, ESE extended year
Ta-Trease Sapp, ESE extended year, alternate

Transportation Department:

Elizabeth Ash, bus driver O-O-C
Inez Williams, bus driver O-O-C, alternate
Earnestine Riley, bus driver O-O-C, alternate
Kelly Wiggins, bus attendant
Janice Thompson, bus attendant, alternate
Inez Williams, bus attendant, alternate
Earnestine Riley, bus attendant, alternate

STUDENT WORKERS:

Jazmyne Bates	BES
Ross Lewis	BES
Sarah Humphreys	BHS
Tobie O'Neal	BHS
Sarah Anderson	SMS
Alyssa Bashaw	SIS
Tatyanna Cherry	SMS
Brandon Daniels	SHS
Cymphoni Daniels	SPS
Amber Deaton	SPS
Tevin Ford	SHS
Jonathan Haney	SES
Anthony Harris	SIS
Ketrick Henry	DC/PALS
Ariel Keen	DO
Maurice Lanier	DC/PALS
Arron McAllister	SHS
Aiyhani McCall	DC/PALS
I'munique Mitchell	DC/PALS
Sierra Thompson	SHS
Alex Torres	SES
Nicholas Torres	SMS

**End of List
Summer School
2014-2015**

Recommendations 2015-2016 School Year:

RECOMMENDATIONS: INSTRUCTIONAL:

Branford Elementary School:

Lynsee Dicks, teacher

REPLACES: Jackie Darrom

Windy Gamble, media specialist

REPLACES: Sheila Dean

Nancy Nielsen, guidance counselor 11 month

REPLACES: Rebecca Layman

District Wide/Curriculum and Instruction:

James Wilson, teacher/TSA TSC

REPLACES: Leigh Lundy

Suwannee Elementary School:

Takeshia Patrick, teacher

REPLACES: Patricia Oxendine

Suwannee-Hamilton Technical Center:

Hilda Collins, LPN Instructor non-certificated, effective July 1, 2015

REPLACES: Hilda Collins

Traci Jones, Surgical Technology Instructor non-certificated, effective July 1, 2015

REPLACES: Traci Jones

Joanne Kietur, LPN Instructor/Program Director non-certificated, effective July 1, 2015

REPLACES: Joanne Kietur

Katie Miller, Pharmacy Technician Instructor non-certificated, effective July 1, 2015

REPLACES: Katie Miller

Traci Thompson, Patient Care Technician Instructor non-certificated, effective July 1, 2015

REPLACES: Traci Thompson

Suwannee High School:

Jenny Hurst, teacher non-certificated

REPLACES: Jenny Hurst

Suwannee High School:

Trista Morales, teacher

REPLACES: Terry Mills

Suwannee Middle School:

David Bond, teacher

REPLACES: Myra Bell

Suwannee Primary School:

Kiara Davis, teacher

REPLACES: Joy Romano

Charis Parker, teacher

REPLACES: Sandra Patterson

Shannon Roberts, teacher/ESE Support Facilitator

REPLACES: Barbara Bertilino

TRANSFERS:

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>REPLACES</u>	<u>EFFECTIVE</u>
Kate Bromley	SMS / Teacher	SHS / Teacher	D. Faison-Harris	8/11/2015
Tammy Butts	SMS / Teacher	SHS / Teacher	James Wilson	8/11/2015
Susan Helvenston	SMS / Teacher	SPS / Teacher	Shellie Young	8/11/2015
Lynda Owens	SIS / Teacher	SMS /Teacher	S. Helvenston	8/11/2015
Shannon Rodriguez	SPS / Teacher	SES / Teacher	Abbyjane Hodge	8/11/2015

PART-TIME/HOURLY EMPLOYEES:

ADULT EDUCATION

Robbin Chapman	ABE/GED Prep
Tracy Henderson	ABE/GED Prep
Angie Hester	ABE/GED Prep
Tammie McKay	ABE/GED Prep
Kathy Smith	ABE/GED Prep
Darryl Cannon	Adult Basic Education
Glenda Cranford	Adult Basic Education
Lisa McKinley	Alternate GED Examiner
Pam Poole	Chief GED Test Examiner
Phyllis Doty	ESOL
Sahara Perez	ESOL

Ann Warner	GED Test Proctor/TABE Test Examiner
Richard Allen	TABE Test Examiner
Karen Fraley	TABE Test Examiner
Ta-Trease Sapp	TABE Test Examiner

VOCATIONAL

David Barnes	Bus Driver Training
Tina Colvin	Bus Driver Training
Pat Fleming	Bus Driver Training
Inez Williams	Bus Driver Training
Susan Morgan	Patient Care Technician/Practical Nursing/I.V. Therapy
June Guy	Patient Care Technician/Practical Nursing
Marissa Lane	Early Childcare Education/Paraprofessional

COMMUNITY EDUCATION (Pending class enrollment)

Ann Warner	Beginning Computer
Marilyn Roberts	Business
Debbie Scott	Cake Decorating
Juanita Torres	Conversational Spanish
Virginia Crews	CPR
Natasha Pittman	Excel, Quickbooks, MS, Office Word, Power Point
Mary Kay Dunaway	Floral Design
Kim Thomas	Intro to Computers & Excel
Paige Thomas	IPad Training
Vanessa Grantham	Crochet
Wayne Musgrove	Gun Safety/Concealed Weapons
Carol Risk	Yoga
Jenna Bates	Sign Language
Jessika Hinkle	Phlebotomy
Donna Bass	Community Education Coordinator
Katherine Haney	Art, Computer Applications, Graphic Design
Violet Noyes	English Literacy/Civics Grant
Alexander Gonzalez	English Literacy/Civics Grant
Teresa Ayers	English Literacy/Civics Grant
Tiffany-Bellenger-Smith	English Literacy/Civics Grant
James Sellers	English Literacy/Civics Grant

MISCELLANEOUS:

District Wide/Curriculum and Instruction:

The following Pre-K staff to work up to 12 hours in August to meet guidelines for Pre-K parent orientation transitional meetings:

BES:

Cara Howard	Pam Norton	Lindsey Thomas
-------------	------------	----------------

SPS:

Dora Townsend	Tara Brock	Tenlee DeLoach	Laritta Hunter
Janice McCall	Lois Lock	Deanna Yott	Traci Kitchel

The following to work 45 minutes per day up to 196 days as a TSC, salary to be paid from TIF/SEEC Grant:

Ashley Lundy

District Wide/Department of Student Services:

The following to work up to 10 days to complete gifted and Pre-K evaluations prior to the start of the 2015-2016 school year:

Deanna Zastrow Abby Hill

Renewals for the 2015-2016 school year:**RECOMMENDATIONS: Instructional:****CONTRACT RECOMMENDATIONS:**

Contract Status for 2015-2016 school year:

Annual Contracts:

	Term
<u>Branford High School:</u>	
Courtney Jernigan	10
Abbey Warren	10

Suwannee High School:

Matthew Yancey	10
Debra Kleinsmith	12

Suwannee Primary School:

Abby Fleming	10
Wendalyn Fulwood	10
Kerry Jo Melland	10
Lacy Van Etta	10

Professional Service Contracts:

Branford High School:

Lawanna Gaylard	10
Stephanie Knighton	10
Susan Mackin	10
Lynda McInnis	10
Lura Sapp	10
Carla B. Suggs	10

Suwannee High School:

Mary Johnson	10
Travis Tuten	12

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Food Service Department:

Edith Underwood, food service worker 8-hour

REPLACES: Lonnie Jean Sullivan

Julie Verdegem, food service worker 8-hour

REPLACES: Sonya Cepero/Position Upgrade

Suwannee Elementary School:

*Jennifer McMillan, paraprofessional

*Julia Davidson, paraprofessional

*Heather Marshall, paraprofessional

Jamie Summers, paraprofessional

REPLACES: TaLesia Walker

* Until funds are depleted from Title I

Suwannee Intermediate School:

*Jacqueline Lees, paraprofessional

* Until funds are depleted from Title I

Suwannee Primary School:

*Misty Cashmore, paraprofessional

*Marcia Riegel, paraprofessional

*Tara Smith, paraprofessional

* Until funds are depleted from Title I

Transportation Department:

Tia Ginn, bus driver

REPLACES: Patricia Bryant

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

District Office/Department of Early Childhood and Elementary Education:

Cortney Flowers, tentatively July 1, through August 13, 2015

**End of List
2015-2016
School Year**