

SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
May 28, 2019

AGENDA

Call to Order – 5:55 p.m.

Assistant Superintendent of Administration – Bill Brothers:

1. Final review of additions and revisions to the Suwannee County School Board Policy Manual as follows: (Copies are available for review in the office of the Assistant Superintendent of Administration.)

#4.15 District and State-Wide Assessment Program (*Revised*)

#4.18 Home Education Program (*Revised*)

Adjourn

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SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
May 28, 2019

AGENDA

Call to Order - 6:00 p.m.

Student remarks and pledge to the flag by Suwannee High School

Special Recognition by the Superintendent:

- Branford Elementary School
 - 2019 Florida Elementary All State Chorus Participants
 - ✓ Ryland Roush
 - ✓ Aubrey Wood

Special Presentation:

- Suwannee Middle School
 - Maddie Carte – FFA Prepared Public Speaking

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. 13-50)

April 9, 2019	- Workshop Session
	- Special Meeting
April 23, 2019	- Expulsion Issues Hearing (Private)
	- Public Hearing
	- Regular Meeting

2. The Superintendent recommends approval of the monthly financial statement for April 2019.

3. The Superintendent presents the following bills for the period April 1-30, 2019:

General Checking Account

General Fund 1000	\$ 599,489.70
LCIF Fund 3200	76,893.16
Special Act Revenue Bond Fund 3210	60,901.99
Capital Projects - PECO Fund 3300	558.59
Food Service Fund 4100	107,878.69
Federal Fund 4200	<u>63,410.19</u>
	\$ 909,132.32

Payroll Checking Account

General Fund 1000	\$ 3,045,289.92
Food Service Fund 4100	134,644.08
Federal Fund 4200	<u>371,387.12</u>
	\$ 3,551,321.12

Total \$ 4,460,453.44

4. The Superintendent recommends approval of the following budget amendments for fiscal year 2018-2019:

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

5. The Superintendent recommends approval of the following contracts/agreements for the 2018-2019 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2019-96 Career Pathways Articulation Agreement between North Florida Community College and District School Board of Suwannee County for Allied Health Assisting/Program of Study: Medical Assisting; Early Childhood Education/Program of Study: Early Childhood; and Surgical Technology/Program of Study: Medical Assisting (*Renewal/Revised*) (pgs. 51-69)

- #2019-97 Career Pathways Articulation Agreement between District School Board of Madison County and Suwannee County School Board, through RIVEROAK Technical College, for Allied Health Assisting/Program of Study: Patient Care Technician and Practical Nursing; Culinary Arts/Program of Study: Commercial Professional Culinary Arts and Hospitality; Early Childhood Education/Program of Study: Early Childhood Education; Digital Information Technology/Program of Study: Medical Administrative Specialist; and Web Development/Program of Study: Medical Administrative Specialist (*Renewal/Revised*) (**pgs. 70-90**)
- #2019-98 Career and Technical Education, Career Pathways Articulation Agreement between Tallahassee Community College and Suwannee County School Board (for secondary school instruction) Administrative Office Specialist; Allied Health; Digital Design; Nursing Assistant, Acute and Long Term Care; and Engineering Technology/Computer Integrated Manufacturing (*Renewal*) (**pgs. 91-98**)
- #2019-99 Career and Technical Education, Career Pathways Articulation Agreement between Tallahassee Community College and Suwannee County School Board, through RIVEROAK Technical College, Digital Design; Administrative Office Specialist; and Medical Administrative Specialist (*Renewal*) (**pgs. 99-104**)
- #2019-100 Career Pathways Articulation Agreement between District School Board of Lafayette County and Suwannee County School Board, through RIVEROAK Technical College, for Nursing Assisting/Program of Study: Patient Care Technician and Practical Nursing; Digital Design/Program of Study: Digital Design and Medical Administrative Specialist; Digital Information Technology/Program of Study: Digital Design and Medical Administrative Specialist; and Culinary Arts/Program of Study: Commercial Foods and Culinary Arts (*Renewal*) (**pgs. 105-111**)

6. The Superintendent recommends approval of the following contracts/agreements for the 2019-2020 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

- #2020-03 Clinical Education Agreement between the Suwannee County School Board Medical Secretary Program and ACV Health Services, LLC, Dowling Park, Florida (*Renewal*)
(pgs. 112-117)
- #2020-04 Clinical Education Agreement between the Suwannee County School Board Medical Secretary Program and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center (*Renewal*)
(pgs. 118-128)
- #2020-05 Clinical Education Agreement between the Suwannee County School Board Medical Secretary Program and Dr. Anjana Rana, MD, and Dr. Brij Rana, MD, Jasper, Florida (*Renewal*)
(pgs. 129-134)
- #2020-06 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Smith & Sorenson, LLC d/b/a Rising Oaks Assisted Living, Live Oak, Florida (*Renewal/Revised*)
(pgs. 135-152)
- #2020-07 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and ACV Health Services, LLC, Dowling Park, Florida (*Renewal*) **(pgs. 153-158)**
- #2020-10 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Lafayette Nursing and Rehabilitation, Mayo, Florida (*Renewal*) **(pgs. 159-164)**
- #2020-11 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Lake City Surgery Center, LLC, Lake City, Florida (*Renewal*) **(pgs. 165-170)**
- #2020-12 Clinical Education Agreement between the Suwannee County School Board Practical Patient Care Technician and Practical Nurse Education Programs and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center (*Renewal/Revised*)
(pgs. 171-193)

- #2020-13 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*) **(pgs. 194-199)**
- #2020-14 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Dr. Bienvenido Samera, MD PA, Branford, Florida (*Renewal/Revised*) **(pgs. 200-213)**
- #2020-15 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Emory Medical Corporation d/b/a Women's Center of Florida (*Renewal*) **(pgs. 214-219)**
- #2020-16 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*) **(pgs. 220-225)**
- #2020-17 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*) **(pgs. 226-231)**
- #2020-18 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Consulate Healthcare Baya Pointe Health and Rehabilitation Center, Lake City, Florida (*Renewal/Revised*) **(pgs. 232-247)**
- #2020-19 Clinical Education Agreement between Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Madison Health & Rehabilitation Center, Madison, Florida (*Renewal/Revised*) **(pgs. 248-263)**
- #2020-20 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Advent Christian Village, Inc. (*Renewal*) **(pgs. 264-269)**
- #2020-21 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Baya Pharmacy, Baya Drive, Lake City, Florida (*Renewal*) **(pgs. 270-275)**

- #2020-22 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Baya Pharmacy, U.S. 90, Lake City, Florida (*Renewal*) **(pgs. 276-281)**
- #2020-23 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Cheek & Scott Drugs, Inc., Live Oak, Lake City, and Jasper, Florida (*Renewal*) **(pgs. 282-287)**
- #2020-24 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Genoa, a QoL Healthcare Company, LLC, Lake City and Gainesville, Florida (*Renewal*) **(pgs. 288-293)**
- #2020-25 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*) **(pgs. 294-308)**
- #2020-26 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and North Florida Pharmacy of Branford, Inc. (*Renewal*) **(pgs. 309-314)**
- #2020-27 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and North Florida Pharmacy, Inc., SW Main Boulevard, Lake City, Florida (*Renewal*) **(pgs. 315-320)**
- #2020-28 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and North Florida Pharmacy #2 (West), Lake City, Florida (*Renewal*) **(pgs. 321-326)**
- #2020-29 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and North Florida Pharmacy of Mayo, Inc. (*Renewal*) **(pgs. 327-332)**
- #2020-30 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Walgreen Company, Lake City, Florida (*Renewal*) **(pgs. 333-338)**
- #2020-31 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Walgreen Company, Live Oak, Florida (*Renewal*) **(pgs. 339-344)**

- #2020-32 Clinical Education Agreement between the Suwannee County School Board Surgical Technology Program and Doctor's Memorial Hospital Inc., Perry, Florida (*Renewal*)
(pgs. 345-350)
- #2020-33 Clinical Education Agreement between the Suwannee County School Board Surgical Technology Program and Lake City Surgery Center, LLC, Lake City, Florida (*Renewal*)
(pgs. 351-356)
- #2020-34 Clinical Education Agreement between the Suwannee County School Board Surgical Technology Program and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center (*Renewal*) **(pgs. 357-366)**
- #2020-35 Clinical Education Agreement between the Suwannee County School Board Phlebotomy Program and Madison County Memorial Hospital (*Renewal*) **(pgs. 367-372)**
- #2020-36 Agreement between the Suwannee County School Board Commercial Foods and Culinary Arts, and Dietetic Management and Supervision Programs; and Solaris HealthCare Lake City, Lake City, Florida (*Renewal*)
(pgs. 373-378)
- #2020-37 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida and Miles Consulting LLC (*Renewal*)
(pgs. 379-390)
- #2020-38 Clinical Education Agreement between the State of Florida, Department of Health, Suwannee County Health Department and Suwannee County School Board for RIVEROAK Technical College Health Care Profession Programs (*Renewal*) **(pgs. 391-396)**

7. The Superintendent recommends approval for RIVEROAK Technical College SkillsUSA student team members to attend the SkillsUSA National Competition in Louisville, Kentucky, on June 21-30, 2019. (*Funded through Perkins Grant and funds raised by the SkillsUSA Team.*)

8. The Superintendent presents for informational purposes out-of-state travel for the following employees:

<u>Name</u>	<u>Site</u>	<u>Date</u>	<u>Reason</u>	<u>Destination</u>
Derwin Bass	RTC	06/21-30/2019	SkillsUSA National Competition	Louisville, KY

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

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

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Lillian	Driver	Suwannee	Columbia	3

10. The Superintendent recommends approval of the following student transfer for the 2019-2020 school year. Parents will provide transportation.

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Christina	Sarisky	SHS	BHS	9

11. The Superintendent recommends that Expulsion Issues Case #6140003513 (SMS) be placed in Suwannee Opportunity School (in lieu of expulsion), as per agreement with parent.

12. Human Resources Transactions (pgs. 397-405)

REGULAR AGENDA

Assistant Superintendent of Administration – Bill Brothers:

1. The Superintendent recommends approval of additions and revisions to the Suwannee County School Board Policy Manual as follows: (Copies are available for review in the office of the Assistant Superintendent of Administration.)

#4.15 District and State-Wide Assessment Program (*Revised*)
#4.18 Home Education Program (*Revised*)
2. Discussion and action regarding the selection of one School Board member to serve as a Legislative Liaison and one School Board member to serve as an Alternate Legislative Liaison on the FSBA Legislative Committee for the period July 1, 2019, through June 30, 2020.
3. Discussion and possible action regarding the 2019-2020 Suwannee County School District Student Conduct and Discipline Code for all elementary and secondary schools. (pgs. 406-442)

Assistant Superintendent of Instruction – Janene Fitzpatrick:

4. The Superintendent recommends approval of the additions and revisions to the 2018-2019 Master In-Service Plan developed by North East Florida Educational Consortium (NEFEC). (A copy of the plan is available for review in the office of the Assistant Superintendent of Instruction.)
5. The Superintendent recommends approval of the following items:
 - a. NEFEC Athletic Coaching Add-On Endorsement Program for 2019-2025 (A copy is available for review in the office of the Assistant Superintendent of Instruction.)
 - b. NEFEC Pre-Kindergarten Disabilities Add-On Endorsement Program for 2019-2025 (A copy is available for review in the office of the Assistant Superintendent of Instruction.)

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

6. The Superintendent recommends approval of the following contracts/agreements for the 2019-2020 school year: (NEW) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

- #2020-09 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and North Central Florida Hospice, Inc. d/b/a Haven Hospice (*New*) (pgs. 443-448)
- #2020-39 Clinical Education Healthcare Support Staff Externship Training Agreement between the Suwannee County School Board Pharmacy Technology Program and CVS Health, Inc., Lake City and Live Oak, Florida (*New*) (pgs. 449-456)

Director of Facilities – Mark Carver:

7. The Superintendent recommends awarding the following bids:

- #19-206 Branford Elementary School HVAC Modifications to Gray Construction Services, Inc. (*New*)
- #20-201 Custodial Supplies (Name of company and bid tabulation sheet will be provided at Board meeting.) (*New*)

Director of Human Resources – Walter Boatright:

8. The Superintendent recommends approval of the 2019-2020 Minority Teacher Recruitment Plan. (pgs. 457-459)

School Board Attorney – Leonard Dietzen:

9. Legal Counsel's Report

Superintendent of Schools – Ted Roush:

10. Superintendent's Report

School Board Members:

11. Issues and concerns Board members may wish to discuss

End of Agenda

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
April 9, 2019

MINUTES

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

Administrators and others present: Walter Boatright, Bill Brothers, Malcolm Hines, Mary Keen, Debbie Land, Dee Dee McManaway, Kathy Smith, Jimmy Wilkerson, and Josh Williams. David Jang, with Water Walker Investments; and Jason Bashaw was also present.

Chairman daSilva called the meeting to order at 9:01 a.m.

Florida Fixed Income Trust..... Vickie DePratter/David Jang with
Water Walker Investments

Mrs. DePratter introduced David Jang, who provided a PowerPoint presentation regarding the Florida Fixed Income Trust.

Athletic Trainer Presentation Ted Roush/Erin T. Clark

Mr. Roush provided background information regarding athletic trainers and student athletic safety. He then deferred to Ms. Clark, Athletic Trainer at Branford High School (BHS), who distributed and reviewed a handout pertaining to the Athletic Training Program at BHS.

Emergency Response Plan Update.....Malcolm Hines

Mr. Hines distributed and reviewed a copy of the draft Emergency Response Plan to each Board member.

Assistant Superintendent of AdministrationBill Brothers
Department Update
• Policy

Mr. Brothers reviewed the revisions and additions to the following School Board policies:

- #4.15 District and State-Wide Assessment Program (*Revised*)
- #4.18 Home Education Program (*Revised*)

Expulsion Process ReviewLeonard Dietzen

Mr. Dietzen provided information regarding the District's expulsion process.

The workshop recessed at 11:33 a.m. and resumed at 12:33 p.m.

Transportation Department Update.....Jimmy Wilkerson

Mr. Wilkerson provided an update regarding the Transportation Department, as well as working with Mr. Hines to discuss safety on school buses.

Facilities Department Update.....Mark Carver

Mr. Carver provided updates on the following:

- LED Lighting Project/Energy Savings
- New Admin/District Office Construction Project
- Special Maintenance Tracking Sheet
- District-Owned Properties – Property adjacent to Heinking property; small acreage adjacent to SHS on the northeast side; and the SHS softball field acreage. Consensus of the Board was to explore the possibility of deeding the Heinking property to the city or to new owner (will have to declare no longer needed for education purposes) and to proceed with research. Also found a 140+ acre tract and a 27.58 acre tract in Branford, which shows under School Board property, but owned by SRWMD. Discussion was held as to whether these two tracts of land need to be added to our inventory. Consensus of the Board was that we own the property and needs to be added to inventory.

Assistant Superintendent of Instruction Janene Fitzpatrick
Department Update

- Mrs. Fitzpatrick was absent, so Mrs. Land reviewed the minor changes to the 2019-2020 and 2020-2021 school calendars.
- Kelli Williams provided an update on the District's Reading Plan, as well as the Master In-Service Plan. (pgs. 2-57)

Student Services Department Update.....Debbie Land

- Mrs. Land distributed and reviewed a handout regarding additional summer hours for the Coordinator of Student and Family Support position, as well as a Paraprofessional position in the department.
- Mrs. Land distributed and reviewed a handout regarding the reclassification of Toni Greenberg's position, TSA/Transition Specialist (11-month), to a Staffing Specialist (11-month) position.
- Michele Howard and Josh Williams reviewed the proposed new contract with Healthy Schools, LLC pertaining to administration of flu shots for students and employees. (pgs. 58-65)

The workshop recessed at 2:24 p.m. and resumed at 2:36 p.m.

Superintendent Update Ted Roush

Mr. Roush reported on the following:

- Received phone call proposing for the District to purchase property in Branford near NE Craven Street. Consensus of the Board was not to proceed with purchase.
- EOY Activities Calendar was distributed; events will be updated to the calendar as needed.
- Distributed information regarding the Governor's empanelment of a state wide grand jury pertaining to an ongoing investigation on systematic failures by school officials and other state actors to ensure student safety. Mr. Dietzen cautioned to only disseminate the information to directors and principals, due to the ongoing investigation.
- Distributed several news articles of interest.
- Asked direction from the Board regarding the presentation from David Jang, with Water Walker Investments, this morning pertaining to the Florida Fixed Income Trust. Consensus of the Board was to proceed.

- Working with all schools/sites regarding instructional and non-instructional recommendation meetings, as well as certification issues, etc.
- Commended Malcolm Hines and the Guardian Program trainings; excellent and valuable training.
- Will ask for additional hours for Alan Bonds to help Laura Williams with various duties over the summer; this is due to SMS having two vacant assistant principal positions.

Miscellaneous

Mr. Taylor reported on the FSBA Day in the Legislature held last week.

The workshop adjourned at 3:09 p.m.

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
April 9, 2019

MINUTES

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

Chairman daSilva called the meeting to order at 3:14 p.m.

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

Assistant Superintendent of Instruction – Janene Fitzpatrick:
(Presented by Director of Student Services – Debbie Land)

1. MOTION by Mr. Taylor, second by Mr. Alcorn, for approval of the following curriculum items:
 - a. 2019-2020 School Calendar (*Revised*) (pgs. 2-3)
 - b. 2020-2021 School Calendar (*Revised*) (pgs. 4-5)

MOTION CARRIED UNANIMOUSLY

Director of Human Resources – Walter Boatright:

2. MOTION by Mr. Taylor, second by Mr. Alcorn, for approval of the following contract/agreement for the 2018-2019 school year: (RENEWAL) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2019-94 Contract between the Florida Learning Alliance, Inc. (FLA, Inc.) and the District School Board of Suwannee County to provide a staff development management system referred to as the Track Application and related support services (*Renewal*) (pgs. 6-12)

MOTION CARRIED UNANIMOUSLY

The meeting adjourned at 3:25 p.m.

SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
April 23, 2019

MINUTES

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

School Resource Officer Rachel Rodriguez was also present.

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

Assistant Superintendent of Instruction – Janene Fitzpatrick:
(Presented by Director of Student Services – Debbie Land)

1. Final review of additions and revisions to the Suwannee County School District Elementary and Secondary Student Progression Plans for 2018-2019. (Copies are available for review in the office of the Assistant Superintendent of Instruction.)

Chairman daSilva called for comments or questions regarding the additions and revisions to the Suwannee County School District Elementary and Secondary Student Progression Plans for 2018-2019 and there were none.

The hearing adjourned at 5:56 p.m.

SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING

April 23, 2019

MINUTES

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

School Resource Officer Rachel Rodriguez was also present.

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

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

Special Recognition by the Superintendent:

NOTE: The following students could not be present; the recognition will be scheduled for a future Board meeting.

- Branford Elementary School
 - 2019 Florida Elementary All State Chorus Participants
 - ✓ Ryland Roush
 - ✓ Aubrey Wood

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

- There were none.

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

MOTION by Mr. Alcorn, second by Ms. Cason, for approval of the Consent
Agenda. MOTION CARRIED UNANIMOUSLY

Mr. Alcorn had questions on the following:

- Why Contract #2019-95 (Page 28) was being approved so late in the school year and only two months left on the contract; Mr. Roush and Mrs. Fitzpatrick responded that it was due to the late approval, by DOE, of the 21st Century Program.
- Page 72, Human Resources Transactions, under Recommendations: Instructional/RIVEROAK Technical College: Who is in charge of the LPN Program? Mr. Boatright responded that Susan Morgan will be the lead instructor.

CONSENT AGENDA

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

1. Approval of the following Minutes: (pgs. 7-27)

- | | |
|----------------|---|
| March 12, 2019 | - Workshop Session |
| | - Special Meeting |
| | - Expulsion Issues Hearing (Private) |
| | - Expulsion Issues Hearing (Private-Evidentiary/
Formal Hearing) |
| March 26, 2019 | - Expulsion Issues Hearing (Private) |
| | - Expulsion Issues Hearing (Private-Evidentiary/
Formal Hearing) |
| | - Regular Meeting |

2. Approval of the monthly financial statement for March 2019.

3. The following bills for the period March 1-31, 2019:

General Checking Account

General Fund 1000	\$ 526,828.98
Spec Act Bond Debt Service Fund 2200	84,749.99
LCIF Fund 3200	93,623.44
Spec Act Revenue Bond Capital Projects Fund 3210	94,962.00
Capital Projects - PECO 3300	148,755.36
Food Service Fund 4100	196,378.09
Federal Fund 4200	<u>119,043.69</u>
	\$ 1,264,341.55

Payroll Checking Account

General Fund 1000	\$ 3,542,864.03
Food Service Fund 4100	133,567.93
Federal Fund 4200	<u>371,222.04</u>
	\$ 4,047,654.00

Total \$ 5,311,995.55

4. Approval of the following budget amendments for fiscal year 2018-2019:

<u>General</u>	<u>Special Act Bond Debt Service</u>	<u>Capital Projects</u>	<u>Special Revenues</u>
I-9	II-1	III-1 (Other) III-9 (LCIF)	IV-8 (Food Service) IV-9 (Federal)

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

#2019-95 Contract for Evaluation Services Agreement between the Suwannee County School District and the Center for Assessment, Strategic Planning, Evaluation and Research, LLC d/b/a CASPER (*Renewal/Revised*) (pgs. 28-70)

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

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Gavin	Lankford	Suwannee	Hamilton	3

7. Approval of the following student transfers for the 2019-2020 school year.
Parents will provide transportation.

FIRST NAME	LAST NAME	TO	FROM	GRADE
Raelynn	Morgan	Suwannee	Hamilton	PK
Michael	Velazquez Leon	Suwannee	Hamilton	PK

8. Human Resources Transactions (pgs. 71-94)

RECOMMENDATIONS FOR THE 2018-2019 SCHOOL YEAR:

RESIGNATIONS: INSTRUCTIONAL:

(Revised from March 26, 2019)

Branford Elementary School:

Michelle Aderholt, Teacher, effective May 30, 2019

Branford High School:

Danelle Bradow, Teacher, effective June 30, 2019

Suwannee Intermediate School:

Leah Harrell, Guidance Counselor, effective May 14, 2019

RETIREMENT: NON-INSTRUCTIONAL/SCHOOL RELATED:

RIVEROAK Technical College:

Robert George, Custodian, effective June 4, 2019

Transportation:

James Newport, Crossing Guard, effective May 30, 2019

RESIGNATION: NON-INSTRUCTIONAL:

Suwannee Middle School:

Chanda Johnson, Custodian, effective March 18, 2019

RECOMMENDATIONS: INSTRUCTIONAL:

RIVEROAK Technical College:

Susan Morgan, LPN Instructor, effective March 20, 2019

REPLACES: Jenny Hurst

M' Alice Julius, LPN Instructor, effective March 20, 2019

REPLACES: Susan Morgan

SUBSTITUTE:

The following to serve as a long term Substitute Teacher effective April 5, 2019:

RIVEROAK Technical College:

Darias Bowers

RECOMMENDATION: NON-INSTRUCTIONAL/SCHOOL RELATED:

Transportation:

Rhonda Garrett, Bus Driver, effective March 25, 2019

REPLACES: Shawarren Cooks

PART-TIME/HOURLY EMPLOYEES:

Approval for the following employees for the second term 2018-2019

RIVEROAK TECHNICAL COLLEGE PART-TIME/HOURLY EMPLOYEES:
January 1, 2019 - June 30, 2019

ADULT EDUCATION

Darias Bowers

ESL/Long Term Substitute

COMMUNITY EDUCATION (Pending class enrollment)

Melissa Hottenstein

Sign Language

Melinda Polbos

Culinary

Becky Raymond

Basic Computers

SUPPLEMENTARY:

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>REPLACES</u>
Francis Cohen	Head Boys Track Coach	SHS	Matt Jackson
Julianna Dees	Culinary Arts		BHS
Terrance Derico	Track Coach (1/2)	SMS	Francis Cohen
Jason Dobson	Band Director	BHS	Robert Phillips
Dawn Eakins	12 th Grade Class Sponsor	BHS	
Anne Etcher	FFA Middle School Sponsor	BHS	
Kasey Frazier	Assistant JV Softball Coach	SHS	
Lesley Fry	Planning Period	SMS	
Angel Hill	10 th Grade Class Sponsor	BHS	
Karen Koon	Brain Bowl	BHS	
Jason Langston	Assistant Wrestling Coach	SHS	Chris Clark
Brad Scarborough	Boys Intramural Basketbal	SMS	
Cara Soride	11 th Grade Class Sponsor	BHS	
Misty Ward	Yearbook Sponsor	BHS	
Angela Wood	9 th Grade Class Sponsor	BHS	
Stacy Young	FFA Sponsor	BHS	

ESE SUPPLEMENTS 2018-2019:

Amy Allen	Lauren Belcher	Hannah Johnson	Holly Marsee
Kate Bromley	Lindsey Ramsey	Jennifer Wooley	Connie Leavitt
Cynthia Frye	Toni Greenberg	Kim Hudson	Vera Knighton
Robert Phillips	Debbie Singletary	Lynn Lawrence	Rebecca Monroe
Cletia Hamby (1/2)	Tammy McKay	Melissa McKire	Hannah Deas
Catherine Nicely	Audrey Peake	Darlene Rice	Stacie Swartz
Kevin Lewis	Stefani Santos	Jeff Johnson	Elizabeth Vann
Michelle Thompson	Rowna Valin	Lacey VanEtta	
Cheri Copeland	Linda Whitley	Kenneth Wingate	
Brittany Busby	Justin Bruce	Jessica Wagner	

GIFTED SUPPLEMENTS 2018-2019:

Emily Blackmon	Joyce McIntosh
Natalie Haney	Laura Roberts
Rhoshonda Herring	Theda Roper
Karen Koon	Kim Warren

LEAVE OF ABSENCE (MEDICAL LEAVE):**Branford High School:**

Jason Dobson, Teacher, March 15, 2019, through June 21, 2019, without pay, with the option of returning sooner if released by the doctor.

Deborah Yates, Paraprofessional, tentatively March 18, 2019, through April 23, 2019, without pay, with the option of returning sooner if released by the doctor.

LEAVE OF ABSENCE (FAMILY AND MEDICAL LEAVE):

Food Service:

Stephanie Whittington, Food Service Worker, tentatively April 23, 2019, through May 29, 2019, without pay, with the option of returning sooner if released by the doctor.

Transportation:

Sheila Rowden, Bus Driver, tentatively March 21, 2019, through April 12, 2019, without pay, with the option of returning sooner if released by the doctor.

MISCELLANEOUS:

The following staff to work up to 32 additional hours for the purpose of monitoring and compliance of ESE programs at school sites.

Amy Allen
Melissa McKire
Rebecca Monroe
Cathy Nicely
Debbie Singletary
Kenneth Wingate
Jennifer Wooley

District Wide/21st Century:

The following to work as paraprofessionals in the 21st Century Program District wide:

Michael Herring
Catherine Melton
Skyler Phillips
Amanda Bartley-Ramirez
Kathryn Terry

SUBSTITUTES:

The following to serve as Substitute Bus Drivers:

Amanda Colon Christina Jones Charles Livingston Karen Manning

The following to serve as Substitute Bus Attendants:

Chelsea Clark Yolanda Springs Kaycee Wayman Carolina Zeron

SUMMER TERM 2018-2019:

Student Services/Federal Programs:

Approval for Katrina Walker-Bius to work up to 176 hours paid by the migrant grant for administrative support during the month of July.

Approval for Jessica Henderson to work up to 320 hours paid by the migrant grant for tutoring students in the program during the months of June and July.

End of Summer Term List 2018-2019 School Year

VOLUNTEERS:

Tammy Arnold	James Day	Lynda Owens
Megan Beckner	Samantha Dortch	Toni Patterson
Victoria Boston	Whitney Dubose	Jennifer Payne
Adam Bricker	Dawn Eakins	Damon Poole
Britni Brooks	Stacy Fritz	Brittany Puckett
David Brooks	Cynthia Gillespie	Sandy Robertson
Amber Buda	Christina Goolsby	Alex Scarborough
Violet Campbell	Bradley Harrison	Rebecca Scocca
Margaret Caparelli	Brandi Harrison	Ashley Sharpless
Alberto Cavazos	Audrey Hulen	Dustin Simmons
Wanda Cavazos	Zena Hunter	Jamie Simmons
Julia Cedillo	Shirley Jenkins	Lauren Smith
Jocelyn Cermak	Tommy Jenkins	Victoria St. John
Phumin Chantarat	Taiwanna Jernigan	Jamie Stewart
Jamilah Cherry	Ann Kilgore	Aimee Stratton
Samuel Chouinard	Barbara Little	Jalexis Whitaker
Pamela Cochran	Latoya Lloyd	Justin Wilkinson
Amanda Colon	Bailey Mathews	Bertha Williams
Brandy Corbin	Keith Murray	Lori Yohn
Megan Cowart	Kyle Nickerson	

End of List 2018-2019 School Year

RECOMMENDATIONS FOR THE 2019-2020 SCHOOL YEAR:

CONTRACT RECOMMENDATIONS:

<u>ADMINISTRATIVE CONTRACTS:</u>	<u>TERM</u>
Jennifer Barrs	12
Susan Bass	12
J. Walter Boatright	12
Karen Braun	12
Marsha Brown	12
Ethan Butts	12
Mark Carver	12
Jimmy Cherry II	12
Lisa Dorris	12
James Fike	12
Malcolm Hines	12
Michele Howard	11
Mary Keen	12
Debra Land	12
Austin Richmond	12
Kecia Robinson	12
Elizabeth Simpson	12
Keith Stavig	11
Angelia Stuckey	12
Katrina Bius-Walker	11
Kelly Waters	12
Jimmy Wilkerson	12
Joshua Williams	12
Kelli Williams	11
James Wilson	11

<u>SCHOOL ADMINISTRATORS:</u>	<u>TERM</u>
Jennifer Beach	12
Keri Bean	12
Tamara Boggus	12
Stephenie Busch	12
Gary Caldwell	12
Joseph Eakins	12
Ronald Gray	12
Terry Huddleston	12
Mary Keen	12
Carl Manna	12

Diedre McManaway	12
Julia Ulmer	12
Angela Wood	12

ANNUAL INSTRUCTIONAL CONTRACTS: **TERM**

Student Services:

Brittany	10
Dee Dee Cathcart	10
Hannah Deas	10
Abigail Hill	11
Lisa Pennington	11
Stacie Swartz	10
Lacey Van Etta	10

Branford Elementary School:

Amanda Clark	10
Tracy Combee	10
Kendra Crews	10
Lynsee Dicks	10
Kimberley Garrett	10
Melinda Hawthorne	10
Amanda Hayes	10
Tina Hayes	10
Caron Heffner	10
Rhoshonda Herring	10
Mandi Howard	10
Victoria Jensen	10
Priscilla Jones	10
Charlena Lori Land	10
Katee O'Quinn	10
Dana Putnal	11
Jessica Wagner	10
Margaret Williams	10

Branford High School:

Jeffry Boatright	10
Darryl S. Cannon	10
Erin Cannon	10
Pamela Christy	10
Erin Clark	10
Timothy Clark	12
Jason Dobson	10
Anne Etcher	12
Cynthia Frye	10

Courtney R. Jernigan	10
Shannon Jernigan	10
Joshua McInnis	10
Fred O'Quinn	12
Emilee Rains	10
Maria Rodriguez	10
Sergio Rodriguez	10
Michele Roundtree	10
Mendy Sikes	10
Misty Ward	10
Abby Warren	10

RIVEROAK Technical College:

Mona Kelley	10
Catherine Maxwell	10
Patricia Sullivan	10
Jeremy Ulmer	10

Suwannee Elementary School:

Megan Collins	10
Julia Davidson	10
Javonne Day	10
Tammy Flowers	10
Danielle Gay	10
Jacqueline Glover	10
Brandi Hart	10
Cristina Herrington	10
Patricia Hines	10
Ellena Huston	10
Mary Metz	10
Susan M. Mowry	10
Rebecca Reaves	10
Jennifer Richer	10
Stephanie Selph	10
Christina Sparkman	10
Ashley Threm	10
Miranda Walker	10
Cassandra Yulee	10

Suwannee High School:

Hunter Abercrombie	10
Douglas Aukerman	12
Barbara Barker	10
Kary Black	10
Kimberly Boatright	10
Michael Braun	12

Kate Bromley	10
Brian Bullock	10
Isaac Chandler	10
Perry Davis	10
Alexander Franklin	11
Alexander Gonzalez	10
Melinda Carson-Griffith	12
Matthew Grillo	10
Sarah Grillo	10
Kyler Hall	12
Cletia Hamby	10
Lillian Henderson	10
Jerry Jay Jolicoeur	10
Donna Jean Leslie	10
Daniel Marsee	10
Trista Wright Morales	10
Edwardo Moreno	10
Mallory Morgan	12
Stephen D. Morgan	10
Melanie Roberts	10
Debra Singletary	10
Suzanne Tillman	10

Suwannee Intermediate School:

Katrina Armstead	10
Joann Barton	10
Timothy Burbridge	11
Chelsea Burgess	10
Robbin M. Chapman	10
Krystal Cundiff	10
Emily Goss	10
Julie Griswold	10
Pamela Hendrick	10
Kelly McKissick	10
Hannah Moreno	10
Audrey Peake	10
Kelly Pennington	10
Skyler Phillips	10
Stephanie Reid	10
Phyllis Smith	10
Stacey Smith	10
Jennifer Stevens	10
Wendy Stevens	10
James Thomas	10
Amy Yarick	10

Suwannee Middle School:

Chad Bonds	10
Kathryn Bower	10
Andrew Chapman	10
Mary Check-Cason	10
Cheri Copeland	10
Jean Eckhoff	10
Darace Hahn	10
Meri Harrell	10
Brantly Helvenston	10
Celia Hodge	10
January Jernigan	10
Kevin Lewis	10
Marie Mace	10
Tammy Neil	10
Danielle Ovando	10
Katheryn Quincey	10
Brittney Shearer	10
Daniel Skelly	10
Lorena Urban	10
Miriam Venero	10
Morgan Williams	10
Joanne Wimberley	10
Tyler Winburn	10
Lawanna Zimmerman	10

Suwannee Primary School:

Tammy Atkinson	10
Emily Blackmon	10
Melissa Bozeman	10
Ashley Broughton	10
Brittany Broughton	10
AnneMarie Croucher	10
Kiara Davis	10
Rosa Davis	10
Erin Driggers	10
Abby Fleming	10
Brandy Geering	10
Courtney Elton-Goodin	10
Diane Hale	10
Susan Helvenston	10
Patrick Jernigan	10
Hannah Johnson	10
Ciera Keen	10
Holly Marsee	10
Krystal McCormick	10

Katey Melland	10
Kerry Melland	10
Emily Murphy	10
Charis Parker	10
Kelly Parker	10
Elizabeth Rang	10
Elecxia Reed	10
Martha Southerland	10
Elizabeth Vann	10

Suwannee Virtual School:

Brooke Cox-Knowles	10
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PROFESSIONAL SERVICE CONTRACT (RENEWAL): **TERM**

Student Services:

Patricia E. Brantley	11
Elizabeth K. Johnston	10
Lynn Lawrence	10
Rowna Valin	10
Virginia L. Weaver	11

Branford Elementary School:

Amy Allen	10
Gary Barrs	10
Kimberly D. Cannon	10
Teresa Conger	10
Windy Gamble	10
Melissa Holtzelaw	10
Juettie L. Kelley	10
Traci Kirby	10
Julie Klecka	10
Stephanie Knighton	10
Vera L. Knighton	10
Susan Mackin	10
Pamela D. Nettles	10
Denah F. Phillips	10
Lindsey Ramsey	10
Tina Roush	10
Carla Suggs	10
Wynette L. Sumner	10
Cloria J. Williams	10
Jennifer Winnett	10

Branford High School:

Marcia Boatright	10
Bethany Byrd	10
Pamela Cassube	10
Julianna H. Dees	10
Dawn Eakins	11
Vaster J. Fryar	10
Lawanna Gaylard	10
Angela Hill	10
Amanda R. Johnson	10
Karen Y. Koon	10
Lynda McInnis	10
Stefani M. Santos	10
Janet Denise Stewart	10
Daniel Taylor	10
Linda S. Whitley	10
Kenneth Wingate	10
Stacy Young	12

RIVEROAK Technical College:

Eric Derwin Bass	10
Michael Bresk	10
Tracy Henderson	10
Pamela A. Poole	10
William J. Ragan	10
Thomas E. Shea	10
Kimberly M. Thomas	10

Suwannee Elementary School:

Evelyn Arnold	10
Jennifer Bonds	10
Matthew Campbell	10
Rebecca L. Carter	10
Victoria S. Carter	10
Robyne Edwards	10
Rhonda L. Furry	10
Kimberly Hudson	10
Connie N. Leavitt	10
Marjerian Lewis	10
Pamela K. Lewis	10
Christina McCullers	10
Joyce D. McIntosh	10
Melissa N. McKire	10
Holly McMillan	10

Lindy Meeks	10
Tamara Michal	10
Candance B. Plymel	10
Laura Katherine Roberts	10
Michelle Ona Robertson	10
Amy Williams	10
Tamara Williams	11

Suwannee High School:

Sid E. Allen	10
Harrison Ambrose	10
Nancy Aul	10
Neena Brown-Thomas	10
Tamara Burt	10
Tammy Butts	10
Darrell Curls	10
Benita Diggs	10
Terry Fillyaw	10
Traci H. Green	10
Amy C. Hendry	10
Cindi Hiers	11
Julie Hocutt	10
Sandra Y. Hurst	10
Audrey L. Marshall	10
Tammie McKay	10
Paula McMillan	10
Vanessa B. Menhennett	10
Abigail Rodriguez	10
Eric A. Rodriguez	10
James Sellers	10
Roger L. Sumner	10
Michelle Thompson	10
Travis Tuten	12
Kimberly Tuvell	10
Cindy Wiggins	12
Vernon Wiggins	10
Karen K. Williams	11
Pamela P. Williams	10
Damon L. Wooley	10

Suwannee Intermediate School:

Kristy D. Chauncey	10
Jenny Clark	10
Leigh Ann Fountain	10
April Frye	10
Stephanie Gray	10

Mary Johnson	10
Candice Land	10
William McCullers	10
Catherine Nicely	10
Darlene Rice	10
Becky Skipper	10
Theda Roper	10
Kimberly Warren	10
Shannon White	10
Sandra Winburn	10
Ashlee A. Wooley	10

Suwannee Middle School:

Melinda Ahrens	10
Alan R. Bonds	10
Robyn Bonds	10
Jennifer Byrd	10
Melissa Cameron	10
Jennifer Campbell	10
Annette B. Chauncey	10
Heather Dean	10
Melissa Francisco	10
Lesley D. Fry	10
Lisa W. Gray	10
Jimmie G. Green	10
Natalie Haney	10
Hetti J. Harry	10
Misty Shawn Herring	11
Angela Hicks	10
Deanna Horton	10
Amanda D. Hurst	10
Herbert Hutchison	10
Nicole Jackson	10
Jeffrey Johnson	10
Rebecca L. Monroe	10
Lynda Owens	10
Stephanie B. Sampson	10
Brad N. Scarborough	10
Canary S. Stephens	10

Suwannee Primary School:

Georgette H. Allbritton	10
Lauren Belcher	10
Rhoda J. Crews	10
Shannon M. Daniel	10
Kelly Driggers	10

Staci Greaves	10
April Greene	10
Heidi O. Hunter	10
Jessica M. Johnson	10
Susann Johnson	10
Janell Miracle	10
Kimberly M. Mott	10
Vickie Pagliai	10
Karen L. Patten	12
Georgette M. Ragan	10
Mandy F. Ramsey	10
Stacey B. Skierski	10
Michele Turman	10
Jennifer L. Wooley	10

Suwannee Virtual School:

Angela Hester	10
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CONTINUING CONTRACT
(presented for information only)

TERM

Branford Elementary School:

Kathy Smith	11
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Suwannee Elementary School:

Veronica B. Daquila	10
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RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

The following contract and term status are granted as indicated below:
Job titles are 2019-2020 appointments and for placement on a salary schedule:

Name	Position	Contract	Term
<u>District Office:</u>			
*Karen Bates	Payroll Supervisor	C	12
*Tammy Beauchamp	Accounts Payable Specialists	A	12
*Pamela Bedenbaugh	Employee Benefits Specialists	A	12
Melanie Buchanan	District Secretary	C	12
*Mary Chaney	Secretary/Textbook and Certification	C	12
*Sarah Chauncey	Personnel Specialist	C	12
*Leigh Fernald	Admin. Support Specialist-Food Service/Federal Programs	C	12
*Claire Green	Secretary, Administrative	C	12
*Jillian Herron	Secretary, Administrative I	A	12
*Teresa Jones	Employee Benefits Specialist	C	12
*Karen Lager	Secretary to the Superintendent	C	12
*Robinette Odom	Secretary, Administrative I	C	12
Rosa Perez	Custodian	C	12
*Debra Ross	Secretary for Administration	C	12
*Tylyn Stansel	Secretary, Administrative I	C	12
Juana Torres	Migrant Education Recruiter/Advocate	C	12
*Confidential employee			

Branford Elementary School:

Teresa Allen	Media Clerk	C	10
Michelle Bozeman	Paraprofessional	INT C	09
Alysia Causey	Custodian	A	12
Kelly Davidson	Pre-K Paraprofessional/Lead CDA	C	09
Staci Feeney	Paraprofessional	C	09
Amanda Harris	School Secretary	C	12
Cara Howard	Pre-K Paraprofessional/Lead CDA	C	09
Lacey Humphries	Paraprofessional	C	09
Anthony Jackson	Head Custodian	C	12
Karen Knighton	Paraprofessional	C	09
Pamela Norton	Paraprofessional	C	09
Magaly Rosalio Ocampo	ELL Paraprofessional	INT C	09
Brenda Raulerson	Paraprofessional ESE	C	09
Sharon Richardson	Registrar	C	12
Kendra Rife	Custodian	A	12
*Mary Roberts	School Bookkeeper	C	12
Wendy Stines	Paraprofessional	C	09
Yvonne Topham	Paraprofessional	C	09
*Confidential employee			

Branford High School:

Jerri Byrd	School Secretary	C	12
Sharon Cregg	Custodian	C	12
Erica Daies	Custodian	C	12
*Tracy Delegal	School Bookkeeper	C	12
Daphine Harden	Paraprofessional	C	09
Cheri Kennedy	ESE Paraprofessional	INT C	09
Michele Lambert	Paraprofessional	C	09
Lynn Peaden	Media Clerk	C	10
*Lauri Reaves	School Secretary	C	12
John Stancel	Custodian	C	12
Roger Terry	School Secretary/Data Entry	C	12
Karen Tucker	Head Custodian	C	12
*Confidential employee			

Facilities Department:

Timothy Bass	Maintenance Man I	C	12
K. Douglas Bates	Facilities Assistant/Project Manager	C	12
John Betz	Maintenance Man I	INT C	12
James Bryan	Maintenance Man I	C	12
Maurice Copeland	Landscape Foreman	C	12
Mark Fitzpatrick	Maintenance Man I	A	12
Mercedes Gervacio	Custodian	C	12
Kevin Hingson	Assistant Foreman Facilities	C	12
Matthew Hingson	Maintenance Man I	C	12
Lawrence Jelks	Maintenance Man II	A	12
*Russell Landen	Facilities Technology Technician	C	12
George Langford	Maintenance Man I	C	12
Levi McCall	Groundskeeper	C	12
Daniel Monroe	Groundskeeper	C	12
Terry Murray	Air Conditioning/Electrical Specialist	C	12
Lori Musgrove	Facilities Assistant	C	12
Terry Richardson	Painter	C	12
Clayton Ross	Assistant Grounds Foreman	A	12
Tyler Smith	Groundskeeper	C	12
*Christina Vann	Administrative Secretary I	INT C	12
Katlin Westrich	District Secretary	C	12
Kevin Williams	Groundskeeper	C	12
*Confidential employee			

Food Service

Leona Ash	Food Service Manager	C	09
Sharlie Bailey	Food Service Worker-6 hr.	INT C	09
Terrie Baker	Food Service Manager-Assistant	C	09
Susana Beltres	Food Service Worker-3 hr.	PT	09
Teresa Brannan	Food Service Worker-8 hr.	C	09
Shanda Campbell	Food Service Worker-6 hr.	C	09
Pamela Carver	Food Service Manager	C	09
Georgia Chancey	Food Service Manager	C	09
Jenna Chancey	Food Service Worker-6 hr.	C	09
Diane Chavez	Food Service Worker-6 hr.	A	09
Kimberly Choe	Food Service Manager-Assistant	C	09
Daisy Couture	Food Service Worker-3 hr.	PT	09
Crystal Cox	Food Service Worker-6 hr.	C	09
Deborah Crawford	Food Service Worker-6 hr.	C	09
Mary DeHart	Food Service Worker-8 hr.	C	09
Carolyn Dexter	Food Service Worker-8 hr.	C	09
Sheree Dugdale	Food Service Worker-8 hr.	INT C	09
Annie Folsom	Food Service Worker-8 hr.	C	09
Lisa Fortner	Food Service Worker-8 hr.	A	09
Toni Vargas-Garcia	Food Service Worker-6 hr.	A	09
Jennifer Gaskins	Food Service Worker-8 hr.	C	09
Linda Hingson	Food Service Worker-8 hr.	C	09
Renee Hoch	Food Service Worker- 3 hr.	PT	09
Shirley Holland	Food Service Worker-8 hr.	C	09
Rosanna Holtzclaw	Food Service Manager	C	09
Jennifer Hurst	Food Service Worker-3 hr.	PT	09
Reba Hurst	Food Service Manager	C	09
*Cindy Johnson	Administrative Secretary I	C	12
Katrina Johnson	Food Service Manager-Assistant	C	09
Wendy Jones	Food Service Manager-Assistant	C	09
Nannette Kimbro	Food Service Manager-Assistant	C	09
Rebecca Kirby	Food Service Manager	C	09
Robin Krause	Food Service Worker-3 hr.	PT	09
Leslie Kurtz	Food Service Worker-8 hr.	A	09
Janice Lee	Food Service Manager-Assistant	C	09
Amoreena Miller	Food Service Worker-8 hr.	A	09
Evelin Najera	Food Service Worker-6 hr.	C	09
Paul Otterbine	Food Service Worker-8 hr.	C	09
Cierra Parker	Food Service Worker-8 hr.	A	09
Uriel Perez	Food Service Worker-3 hr.	PT	09
Gloria Presley	Food Service Worker-3 hr.	PT	09
Renee Perivolaris	Food Service Worker- 8 hr.	A	09

Melanie Rickett	Food Service Manager-Assistant	C	09
Donna Rightmire	Food Service Worker-3 hr.	PT	09
Debbie Rogers	Food Service Worker-3 hr.	PT	09
Marilyn Gonzalez-Santos	Food Service Worker- 3 hr.	PT	09
Dawn Shearer	Food Service Worker-8 hr.	A	09
Natella Smith	Food Service Worker-3 hr.	PT	09
Quintonia Smith	Food Service Worker-3 hr.	PT	09
Rhonda Tillman	Food Service Worker-8 hr.	C	09
Margaret Turner	Food Service Worker-3 hr.	PT	09
Edith Underwood	Food Service Worker-8 hr.	C	09
Julie Verdegem	Food Service Worker-8 hr.	C	09
Amelia Warner	Food Service Worker-8 hr.	C	09
*Carol Warner	Assistant Food Service Coordinator	C	12
Tammie Warner	Food Service Manager	C	09
Stephanie Whittington	Food Service Worker-8 hr.	C	09
Kelly Wiggins	Food Service Worker- 6 hr.	C	09
Teresa Williams	Food Service Worker-8 hr.	C	09
William Yates	Food Service Worker-8 hr.	C	09
*Confidential employee			

Information Technology Department:

*Donna Bass	Administrative Secretary	C	12
Stewart Fissell	Information Technology Technician	C	12
Brian Gollery	Information Technology Technician	C	12
Bruce Kinsey	Information Technology Technician	INT C	12
*Kelly Philmore	Network Specialist	C	12
*Natasha Pittman	Software Specialist	C	12
Evan Saunders	Information Technology Technician	C	12
Edmund Thompson	Information Technology Technician	C	12
*Confidential employee			

School Nurses:

Goldie Fralick	School Nurse	C	10
Kristen Kirby	School Nurse	A	10
Kelly Melland	School Nurse	INT C	10
Rebekah Mercer	School Nurse	A	10
Patricia Nixon	School Nurse	C	10
Shalenthia Reynolds	School Nurse	C	10

Suwannee Elementary School:

Tanya Crain	Paraprofessional	C	09
Tamara Felton	Paraprofessional	INT C	09
Kay Glass	Administrative School Secretary	C	12
Cheryl Ann Jackson	Media Clerk	C	10
Cathy Jerkins	Paraprofessional	C	09

Keith Johnson	Custodian	C	12
*Tammy Johns	School Bookkeeper	C	12
JoAnn LeDew	ESE Paraprofessional	C	09
Connie Little	School Secretary	C	12
Heather Marshall	Paraprofessional	C	09
Jennifer McMillan	Paraprofessional	C	09
Jessica Melgar	Paraprofessional	C	09
Stephanie Pinkard	Custodian	A	12
Vernita Reed	Head Custodian	C	12
Ashley Reeves	ESE Paraprofessional	C	09
Kristin Register	Paraprofessional	C	09
Tralene Sasso	Paraprofessional	C	09
*Confidential employee			

RIVEROAK Technical College:

Richard Allen	School/Community Liaison	C	12
*Jennifer Floyd	Clerk	A	12
Laura Hernandez	School Secretary	C	12
Claudies Ivey	Custodian	C	12
Ashley Kirby	Pre-K Paraprofessional/Lead CDA	C	09
*Jeffrey Lee	Other Office Personnel	C	12
*Tommy Miller	Administrative Secretary I	C	12
*Sherry Peppers	Financial Aid Coordinator	C	12
John Sinclair	Paraprofessional	C	09
*Dana Tidwell	School Bookkeeper	C	12
Terry Vickers	Community Relations Specialist	INT C	12
*Confidential employee			

Suwannee High School:

Kathleen Aukerman	Administrative Secretary	C	12
Carla Blalock	Media Clerk	C	10
Cynthia Brown	Custodian	A	12
Viola Brown	Custodian	C	12
*Heather Crotty	School Bookkeeper	C	12
David Daniels	Custodian	C	12
Annah Davis	Interpreter/Paraprofessional	INT C	09
Nahjawan Dukes	ESE Paraprofessional	C	09
Linda Goodman	Custodian	C	11
A. Lloyd Jackson	Head Custodian	C	12
Jimmy Jackson	Security Guard	C	12
Karen Jackson	Attendance Clerk	C	10
Brant Jessup	ESE Paraprofessional	C	09
Yvette Perez	Migrant Paraprofessional	C	10
Christopher Ringlein	Custodian	INT C	12
Janette Schenck	ESE Paraprofessional	C	09

Ronald Tucker	Paraprofessional	C	09
Laketha D. Wilson	School Secretary	C	12
Kasey Wynn	Administrative School Secretary	INT C	11

*Confidential employee

Suwannee Intermediate School:

Lori Alban	School Secretary	C	12
Christina Batton	ESE Paraprofessional	C	09
Mayra Castaneda	Paraprofessional	C	09
*Tina Colvin	School Bookkeeper	C	12
Crystal Gill	Paraprofessional	C	09
Michael Herring	ESE Paraprofessional	C	09
Shari Lynn Herron	ESE Paraprofessional	C	09
Naela Jimenez	Pre-K Paraprofessional	C	12
Catherine Melton	Paraprofessional	C	09
Damien Rickett	Custodian	A	12
Timothy Rickett	Custodian	C	12
Tiffany Sanders	Paraprofessional	C	09
Monica Sauer	Media Clerk	C	10
Holly Setzer	Paraprofessional	C	09
Lori Smith	Head Custodian	C	12
Amy Steed	Paraprofessional	C	09
Erin Vogel	School Secretary	C	12

*Confidential employee

Suwannee Middle School:

Amanda Bartley-Ramirez	Paraprofessional	C	09
Deborah Davis	Paraprofessional	C	09
Cynthia Ford	Custodian	C	12
Sandra Fountain	Head Custodian	C	12
Brenda Johnson	Custodian	INT C	12
Martha Jones	ELL Paraprofessional	INT C	09
Erika Leak	Media Clerk	A	10
Verhonda Morris	ESE Paraprofessional	C	09
*Lorie Norris	Bookkeeper	A	12
Theresa Owens	Paraprofessional	C	09
Kathleen Shea	Administrative School Secretary	C	12
Lisa Shuler	Custodian	C	12
Elizabeth Smith	Paraprofessional	C	09
Linda Strait	Clerk	INT C	11
Barbara Tucker	ESE Paraprofessional	C	09
Jacquelyn Wiggins	ESE Paraprofessional	C	09
Amanda Williams	Paraprofessional	C	09
Carla Williams	General Receptionist	C	11

Kayla Williamson	Paraprofessional	C	09
*Confidential employee			

Suwannee Primary School:

Ila F. Allen	Paraprofessional	C	09
June Bashaw	Pre-K Paraprofessional	C	09
Tara Brock	Pre-K Paraprofessional/Lead CDA	C	09
Gail Butler	ESE Paraprofessional	C	09
Kadie Butler	ESE Paraprofessional	C	09
Misty Cashmore	Paraprofessional	C	09
Melanie Chambliss	Registrar	C	12
Denise Chandler	Paraprofessional	C	09
Linda Cheshire	Paraprofessional	C	09
Traci Davis	Pre-K Paraprofessional	C	09
Tenlee DeLoach	Pre-K Paraprofessional	C	09
Jody Ellison	Head Custodian	C	12
Alice Gambel	Paraprofessional	C	09
*Debra Gamble	School Bookkeeper	C	12
Mayra Gonzalez	Paraprofessional	C	09
Janet Good	Paraprofessional	C	09
Laritta Hunter	Pre-K Paraprofessional/Lead CDA	C	09
Imelda Jaramillo	Pre-K Interpreter/Parent Liaison	C	12
Amanda Kiser	Pre-K Paraprofessional/Lead CDA	C	09
June Lane	Pre-K Paraprofessional	C	09
Luvornia Lock	Pre-K Paraprofessional/Lead CDA	C	09
Vanessa Isidro Mares	Paraprofessional	C	09
Janice McCall	Pre-K Paraprofessional	C	09
Sarah McIntosh	Paraprofessional	C	09
Wildaly Nieves-Lopez	Paraprofessional	C	09
Marcia Riegel	Paraprofessional	C	09
Betty Riley	Pre-K Paraprofessional/Lead CDA	C	09
Debbie Ritchey	Custodian	C	12
Imelda Saldana	Pre-K Interpreter/Parent Liaison	C	12
Amy Sansouci	School Secretary	A	12
Julie Skeen	Paraprofessional	C	09
Tara Smith	Paraprofessional	C	09
*Kimberly Steichen	Administrative School Secretary	A	12
Alyssa Sullivan	Occupational Therapy Assistant	A	10
Geraldine Thomas	Paraprofessional	C	09
Alexander Torres	Custodian	INT C	12
Lori Torres	Paraprofessional	C	09
Dora Townsend	Pre-K Paraprofessional/Lead CDA	C	09
Rhonda Twilley	Paraprofessional	C	09
Herbert Williams	Custodian	C	12
Ronna Williams	Media Clerk	C	10

Stephanie Williams	Paraprofessional	C	09
Deanna Yott	Pre-K Paraprofessional/Lead CDA	C	09
*Confidential employee			

Transportation Department:

Deseree Ansley	Bus Driver	A	09
Tyrone Ansley	Bus Driver	C	09
David Barnes	Bus Driver	C	09
Sharon Lynn Bass	Bus Driver	C	09
David Beard	Bus Driver	C	09
Dorie Bingemann	Bus Driver	C	09
*Sharon Braun	Administrative Secretary I	A	12
Alma Brown	Bus Driver	C	09
Eppie Brown	Bus Attendant	A	09
Jacquelyn Brown	Bus Driver	A	09
Edna M. Bryant	Bus Driver	C	09
Chinneta Butler	Bus Driver	C	09
Jimmy Cannon	Bus Driver	INT C	09
Nisa Carlisle	Bus Driver	INT C	09
Sarah Chavis	Bus Driver	C	09
Paula Cherry	Bus Driver	INT C	09
Gary A. Colvin	Vehicle Maintenance Manager	C	12
Daisy Couture	Bus Attendant	C	09
Christopher Dean	Bus Driver	A	09
Carol Deas	Bus Driver	C	09
Frederick Deaver	Bus Driver	A	09
Eunice Dunmore	Bus Driver	C	09
Debra Durden	Crossing Guard	PT	09
Crystal Fernandez	Bus Driver	C	09
Willie Charles Ford	Mechanic	C	12
Caren L. Fout	Bus Driver	C	09
Pauline Frazier	Bus Driver	C	09
Stacy Futch	Head Mechanic	C	12
Robin Garbett	Bus Driver	C	09
Rhonda Garrett	Bus Driver	A	09
Eva Garitson	Bus Driver	INT C	09
Ana Gienger	Bus Driver	C	09
Joel Hallman	Mechanic	A	12
Toni Hansard	Bus Driver	C	09
Deborah Harnage	Bus Attendant	A	09
Pamela Hough	Bus Driver	A	09
Jeffry Hunt	Bus Driver	A	09
Jennifer Hurst	Bus Driver	A	09
Laura Jaramillo	Bus Driver	A	09

Carol Jenkins	Bus Driver	C	09
John Jenkins	Mechanic	A	12
*Kelly Jenkins	Administrative Secretary I	C	12
Leon Kaczmarek	Bus Driver	C	09
Devon Kearney	Bus Attendant	A	09
John Kerry	Bus Driver	A	09
Gina Knight	Bus Driver	INT C	09
Scott Koehn	Mechanic	C	12
Robin Krause	Bus Driver	INT C	09
Heather Land	Bus Driver	A	09
Kathy Laschankzy	Bus Driver	A	09
Amber Mathis	Bus Attendant	A	09
Kristine Meyer	Bus Driver	C	09
Eva Moore	Bus Driver	C	09
Michael Munhall	Parts Inventory Clerk	C	12
Lynne Otterbine	Crossing Guard	PT	09
Patrick Pierce	Crossing Guard	PT	09
Jennifer Ponder	Bus Driver	A	09
Phyllis Postell	Bus Driver	C	09
Jack Powell	Bus Driver	INT C	09
Gloria Presley	Bus Driver	C	09
Stacy Ray	Mechanic	INT C	12
Cathy Reed	Bus Driver	INT C	09
Earnestine H. Riley	Bus Driver	C	09
Joanne Ripley	Bus Driver	INT C	09
Sheila Rowden	Bus Driver	INT C	09
Synthia Schnaudigel	Bus Driver	C	09
August Schomburg	Bus Driver	A	09
Christene Scrivens	Bus Attendant	A	09
Billy Starling	Crossing Guard	PT	09
Yvan Theoret	Bus Driver	A	09
Janice Thompson	Bus Driver	C	09
Thawanna Tooten	Bus Driver	C	09
Linda Vanous	Bus Driver	C	09
Misty Voss	Bus Driver	C	09
Alice Wenig	Bus Driver	C	09
Ashley Wildman	Bus Driver	A	09
Inez Williams	Bus Driver	C	09
Lakeisha Williams	Bus Driver	C	09
*Confidential employee			

End of List
2019-2020
School Year

REGULAR AGENDA

Assistant Superintendent of Administration – Bill Brothers:

1. MOTION by Mr. Taylor, second by Mr. Alcorn, for approval to advertise additions and revisions to the Suwannee County School Board Policy Manual as follows:

#4.15 District and State-Wide Assessment Program (*Revised*) (pgs. 95-96)

#4.18 Home Education Program (*Revised*) (pgs. 97-99)

MOTION CARRIED UNANIMOUSLY

Assistant Superintendent of Instruction – Janene Fitzpatrick:

(Presented by Director of Student Services – Debbie Land)

2. MOTION by Mr. Taylor, second by Ms. Cason, for approval of additions and revisions to the Suwannee County School District Elementary and Secondary Student Progression Plans for 2018-2019. (Copies are available for review in the office of the Assistant Superintendent of Instruction.) MOTION CARRIED UNANIMOUSLY
3. MOTION by Mr. Alcorn, second by Mr. Taylor, for approval of the additions and revisions to the 2018-2019 Master In-Service Plan developed by North East Florida Educational Consortium (NEFEC). (pgs. 100-155)
MOTION CARRIED UNANIMOUSLY

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

(Presented by Director of Human Resources – Walter Boatright)

4. MOTION by Mr. Alcorn, second by Ms. Cason, for approval of the following contract/agreement for the 2018-2019 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2019-93 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Little Pine Pediatrics, PLLC, Madison and Perry, Florida (New) (pgs. 156-161)

MOTION CARRIED UNANIMOUSLY

Director of Facilities – Mark Carver:

5. MOTION by Mr. Taylor, second by Mr. Alcorn, for approval of the following Request for Proposal (RFP)/Bid:

#17-209 An additional one year extension to O’Neal Roofing Company for Roofing, Construction, and Repair Services, as allowed in original bid specifications

MOTION CARRIED UNANIMOUSLY

Director of Food Service – Lisa Dorris:

6. MOTION by Ms. Cason, second by Mr. Alcorn, for approval of the following bid:

#18-201 Additional one year extension, for the 2019-2020 fiscal year, to Bassett Dairy Products, Inc., for milk.

MOTION CARRIED UNANIMOUSLY

Director of Human Resources – Walter Boatright:

7. MOTION by Mr. Taylor, second by Ms. Cason, for approval of the following memorandum of understanding/agreement for the 2018-2019 school year: (NEW) (Note: This memorandum of understanding/agreement has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2019-92 Memorandum of Understanding between the Suwannee County School Board and Saint Leo University (*New*) (pgs. 162-164)

MOTION CARRIED UNANIMOUSLY

Director of Student Services – Debbie Land:

8. MOTION by Mr. Taylor, second by Mr. Alcorn, for approval of the following contract/agreement for the 2019-2020 school year: (NEW) (Note: This contract/agreement has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2020-02 Health Services Agreement between the Suwannee County School Board and Healthy Schools, LLC (*New*) (pgs. 165-172)

MOTION CARRIED UNANIMOUSLY

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

- a. Reclassify the Teacher on Special Assignment (TSA)/Transition Services position (11-month; 7.25 hours per day) to a Staffing Specialist position (11-month; 8 hours per day), effective July 1, 2019. (Note: For compensation purposes, the reclassified position of Staffing Specialist would be paid from the *Salary Schedule 2018-2019 Other Instructional Personnel-Appendix B.*)

MOTION CARRIED UNANIMOUSLY

Director of Transportation – Jimmy Wilkerson:

10. MOTION by Mr. Alcorn, second by Mr. Taylor, for approval of the following personnel item for the 2018-2019 school year:

- a. Two day laborers to work on minor repairs to school buses during the summer under the direction of the Director of Transportation.

MOTION CARRIED UNANIMOUSLY

School Board Attorney – Leonard Dietzen:

11. Legal Counsel's Report – Mr. Dietzen cautioned Board members that a law firm has been trying to contact several Board members, and he asked that these calls be referred to him...do not engage in conversation with the law firm.

Superintendent of Schools – Ted Roush:

12. Superintendent's Report

- Commended Debbie Land and Kelly Waters regarding a letter received from DOE pertaining to the recent ESE Self-Assessment, which had no findings.
- Distributed SCSB Policy #5.13, Zero Tolerance for School-Related Crimes; asked Board members to review the policy in relation to previous conversation held earlier that day with regards to possible change in procedure for expulsion process dealing with "weapons" with no intent to harm, threaten, or do violence. Mr. Alcorn questioned the definition of a weapon that is defined in the Emergency Response Plan and asked if language should be added to the policy to define a weapon in detail. Mr. Roush stated that the statute pertaining to the definition of a weapon can be referenced in the policy. Mr. Dietzen stated that District should not define a weapon—that is left up to law enforcement. Mr. Taylor stated that he is an advocate to shorten the timeframe that a student is out of school due to expulsion process. Mr. Roush stated that additional detailed information will be gathered and brought back before the Board for discussion.
- Distributed a handout regarding an article he received from Mrs. Goldie Fralick, SMS School Nurse, regarding nationwide shortage of school nurses.
- Second Guardian Program candidates graduated recently; more folks are scheduled for the third class that will begin in June.

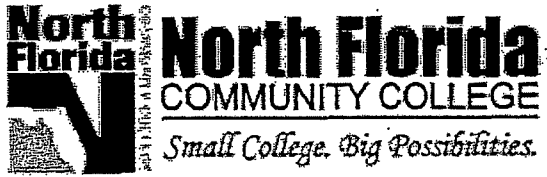
- Our District is in the middle of sign up for annual health insurance renewal; typically, the Fringe Benefits Committee starts looking at data in September/October for the following year's renewal; will be asking the Committee to reconvene now and look at possible alternative out-of-the-box ideas for the 2020 renewal.
- Invited Board members to participate, at any school site, for employee appreciation of loaded baked potato bar, on April 26.
- District Retirement Reception will be held May 9, at 3:45 p.m., in the SHS Atrium.

School Board Members:

13. Issues and concerns Board members may wish to discuss

- Mr. Taylor shared information regarding the following:
 - Legislative information regarding committee meetings held last week in Tallahassee.
 - Our District is looking at a potential 30% increase in FSBIT premiums; however, FSBIT is researching possible options to help offset the increase, which will require approval of the FSBIT Board of Directors.
- Mr. Alcorn thanked T.J. Vickers for providing his name and more detailed information on his radio ad.
- Mr. daSilva commended Kyler Gray, previous SHS student, for being named as Student Body President at UCF. Mr. daSilva asked for donations from Board members for the ARC Lawnmower Race held recently.

The meeting adjourned at 7:24 p.m.



North Florida Community College

Career Pathways Agreements

With

District School Board of Suwannee County

A graphic consisting of two 3D cubes. The cube on the left is larger and more prominent, while the one on the right is smaller and partially behind it. Both cubes are rendered with a halftone dot pattern, giving them a textured appearance. The year '2018-2019' is printed in a large, bold, sans-serif font across the front face of the larger cube.

2018-2019

**Career and Technical Education
North Florida Community College & District School Board of Suwannee County
Career Pathways Articulation Agreement
2018-2019**

Articulation is a method of granting college level course credit for learning and skills accomplished as part of secondary school instruction. The secondary school and North Florida Community College (NFCC) will maintain the integrity of their separate programs and enter into this agreement as cooperating educational institutions.

NFCC will work with the high school to establish Career Pathways to serve Career and Technical Education (CTE) students. Agreement will be developed during the year, and this agreement will be amended as agreements are completed.

Student Qualifications

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

1. Successful completion of the articulated secondary technical program of study with a grade of 3.0 (on a 4.00 scale) or better.
2. Completion of North Florida Community College Application for Admission and placement testing requirements as well as additional specific program requirements.
3. Graduation from secondary school no more than 24 months prior to enrollment at North Florida Community College.
4. Enrollment in an A.S.; College Credit Certificate; or Post-Secondary Adult Vocational program appropriate to the credit to be awarded for the specified exemption exam or industry certification.
5. Courses that make up an Associate in Science degree that are included in a College Credit Certificate program may also receive articulated credit in the same courses for the College Credit Certificate program.

Procedure

1. The secondary school guidance department provides evidence of completion to the district Career and Technical Education contact who forwards the information to the NFCC's Career Pathways contact.
2. Individual High School Guidance Counselors will issue a letter to students who have successfully completed the secondary Career Pathway program as reported by the district high school guidance department contact informing the student of the Career Pathway articulation agreement opportunities.

3. NFCC will award/ enter high school earned credits under this agreement after the student has completed 12 semester hours or 150 clock hours in the program in which the degree or certificate is to be awarded.

Conditions of Agreement

1. Suwannee and Branford High Schools faculty members and NFCC faculty members will review course textbooks, syllabi, and other institutional materials as needed in order to develop articulated programs of study.
2. Suwannee and Branford High Schools and NFCC will review the list of articulated programs of study annually. Changes will be made as necessary based on changes in program offerings and outcomes.
3. Suwannee and Branford High Schools and NFCC will cooperate in publicizing this program to secondary school students in order to ensure that they are aware of these opportunities.

Credit Articulation

1. To receive articulated credit for CGS 1100, CGS 2515 and/or, ACG 2450 the following must be completed prior to such credit being awarded:
 - a. The most recent version of Microsoft Office Word and PowerPoint will articulate credit for CGS 1100 - Computer Applications 1.
 - b. The most recent version of Microsoft Excel will articulate credit for CGS 2515 - Spreadsheet Applications for Business.
 - c. Certification in Quickbooks Pro 2016 or later will articulate credit for ACG 2450 - Accounting Using Quickbooks.
2. Comprehensive examinations may be required for students who have not completed the industry certifications listed on this articulation.
3. NFCC will not charge tuition for any courses for which a student receives articulated credit.

This agreement is valid for the current school year and may be terminated at any time by either District School Board of Suwannee County or North Florida Community College through providing thirty (30) days' notice. In the event of a termination, both schools agree that students who are currently in secondary courses and working toward fulfilling the competencies or who are in their first semester at NFCC will be allowed to complete the articulated credit.

This agreement will remain in effect and will be reviewed annually by the articulation committee and incorporated into the dual enrollment articulation agreement. The articulation committee will be composed of the Dean of Academic Affairs, North Florida Community College; Associate Dean

of Economic Development and Technical Programs, Workforce and Career Technical Education of North Florida Community College; Registrar, North Florida Community College; Coordinator of Dual Enrollment, North Florida Community College; District Representative for District School Board of Suwannee County, and others as so designated.

High School Career Pathway	Associated Industry Certification	NFCC Program of Study/ Certificate	Assessment	Articulated Credit
Allied Health Assisting 8417130 87417100 Health Science Anatomy & Physiology 87417110 Health Science Foundations OCP A	FDMQA002 – Certified Nursing Assistant (<u>Not required for articulation purposes</u>)	Medical Assisting – PSAV	Completion of the high school program of study. Student must receive a grade of “B” or better in each class in the Technical Core and must successfully complete all academics with an overall GPA of “C” or higher.	HSC 0003 Basic Healthcare Worker (90 clock hours) OCP A
Early Childhood Education 8503210 8505110 Early Childhood Education 1 8505120 Early Childhood Education 2 8505130 Early Childhood Education 3	NRAEF003 – Certified Professional Food Manager (SERVESAFE) (<u>Not used for articulation purposes</u>) 8405100 Early Childhood Professional Certificate (Part 1 – 40 hours – DFC transcript required)	Early Childhood Education - PSAV	Completion of the high school program of study. Student must receive a grade of “B” or better in each class in the Technical Core and must successfully complete all academics with an overall GPA of “C” or higher.	HEV 0870 Child Care Worker 1 (150 Clock hours)
Surgical Technology – H170211 HSC0003 Basic Health Care Worker OCP A	NSTSA001 – Certified Surgical Technologist (CST) (Not required for articulation)	Medical Assisting – PSAV	Completion of the high school program of study. Student must receive a grade of “B” or better in each class in the Technical Core and must successfully complete all academics with an overall GPA of “C” or higher.	HSC.0003 Basic Healthcare Worker (90 clock hours) OCP A

IN WITNESS WHEREOF, the School Board of Suwannee County, Florida and The Board of Trustees, North Florida Community College, Suwannee, Florida have adopted this agreement and caused it to be executed by their respective chairs and chief executive officers, in accordance with Section 1007.271, F.S., Dual Enrollment Articulation Agreements.

4/16/2019
Date

Michael R. Williams
Chair, Board of Trustees,
North Florida Community College, Florida

4/16/2019
Date

[Signature]
President, North Florida Community College

Date

Chair, District School Board of Suwannee County

Date

Superintendent, Suwannee County School District

Date
Schools

Career & Technical Education Coordinator, Suwannee County

"Approved as to Form and Sufficiency
BY _____

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



North Florida COMMUNITY COLLEGE
Small College. Big Possibilities.

North Florida Community College

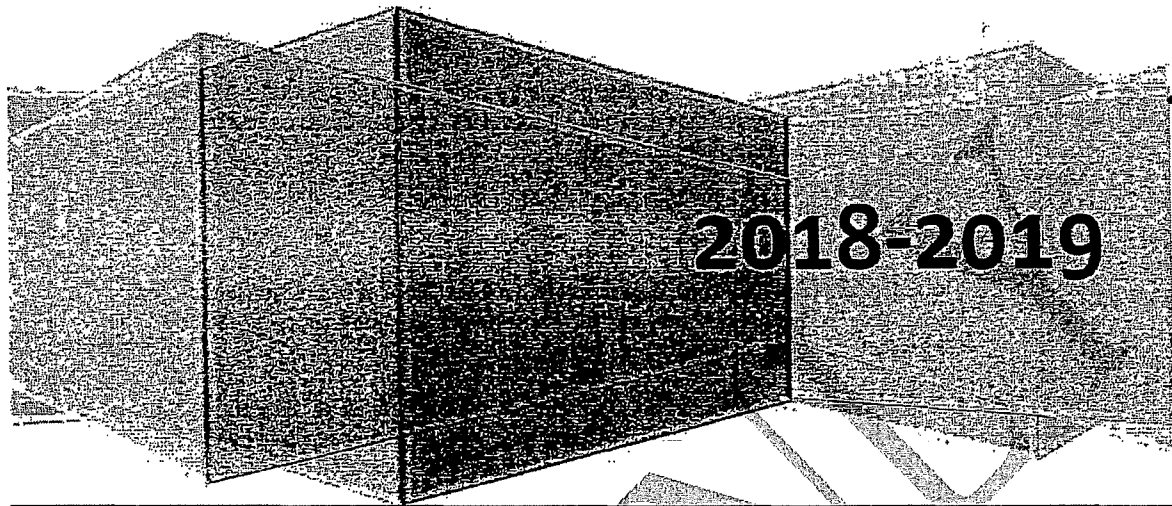
North Florida Community College

Career Pathways Agreements

With

District School Board of Suwannee County

~~2017-2018~~



INFO ONLY

**Career and Technical Education North Florida Community College & District School Board of
Suwannee County Career Pathways Articulation Agreement 2017-20182018-2019**

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 - a. The most recent version of Microsoft Office Word and PowerPoint will articulate credit for CGS 1100 - Computer Applications 1.
 - b. The most recent version of Microsoft Excel will articulate credit for CGS 2515 - Spreadsheet Applications for Business.
 - c. Certification in Quickbooks Pro 2016 or later will articulate credit for ACG 2450 - Accounting Using Quickbooks.
2. To receive articulated credit for courses in the Network Security CCC program, the following must be completed prior to such credit being awarded:
 - a. The most recent version of CompTIA A+ will articulate for CET 1171C IT Essentials
 - b. The most recent version of the Cisco CCENT certificate will articulate for CET 1600C Cisco Introduction to Networks and CET 1610C Cisco Routing and Switching Essentials
 - c. The most recent version of the Cisco CCNA will articulate for CET 1600C Cisco Introduction to Networks, CET 1610C Cisco Routing and Switching Essentials, CET 2615C Cisco Scaling Networks, and CET 2620C Cisco Connecting Networks
3. Students wanting to articulate in the 90 hour Basic Healthcare Worker Course must meet the following criteria:
 - a. Successful course completion can be validated with an appropriate transcript verifying the course was offered through a DOE accredited allied health program.
 - b. Successfully pass a comprehensive Health Core Exam with a grade of at least 77%.

~~e. Successfully demonstrate Health Core Skills competency and/or present a comprehensive Health Core skills list validating your competency. The list must have been validated by a Registered Nurse.~~

- ~~2.~~ 4-Comprehensive examinations may be required for students who have not completed the
* industry certifications listed on this articulation.
- ~~3.~~ 5-NFCC will not charge tuition for any courses for which a student receives articulated credit.

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CONFIDENTIAL AND PRIVACY OFFICIALS

INFO ONLY

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IN WITNESS WHEREOF, the School Board of Suwannee County, Florida and The Board of Trustees, North Florida Community College, Suwannee, Florida have adopted this agreement and caused it to be executed by their respective chairs and chief executive officers, in accordance with Section 1007.271, F.S., Dual Enrollment Articulation Agreements.

Michael R. Wilton

| Date 4/10

Chair, Board of Trustees,
North Florida Community College, Florida

[Signature]

1/1/1 UA

President, North North Florida Community

[Signature] *[Signature]*

| 4
Date

Community College

INFO ONLY

DEC 3 2012

Date

Chair, District School Board of Suwannee County

Chair, District School Board of Suwannee County

Superintendent, Suwannee County School District

Date
Schools

Career & Technical Education Coordinator, Suwannee County

"Approved

BY

Leonard J. Hetzen, III

Rumberger, Kirk & Caldwell, P.

A. Suwannee School Board

Attorney"

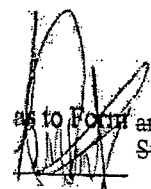
INFO ONLY

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as to Form and
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Modified Document	\\HomeDirs01\Users\$\cduquette_My Settings\Desktop\Compare Contract\SCSB 2019-96 NFCC Career Pathways.pdf

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Deletions	13
Changes	11
Moves	0
TOTAL CHANGES	47

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Deletions	
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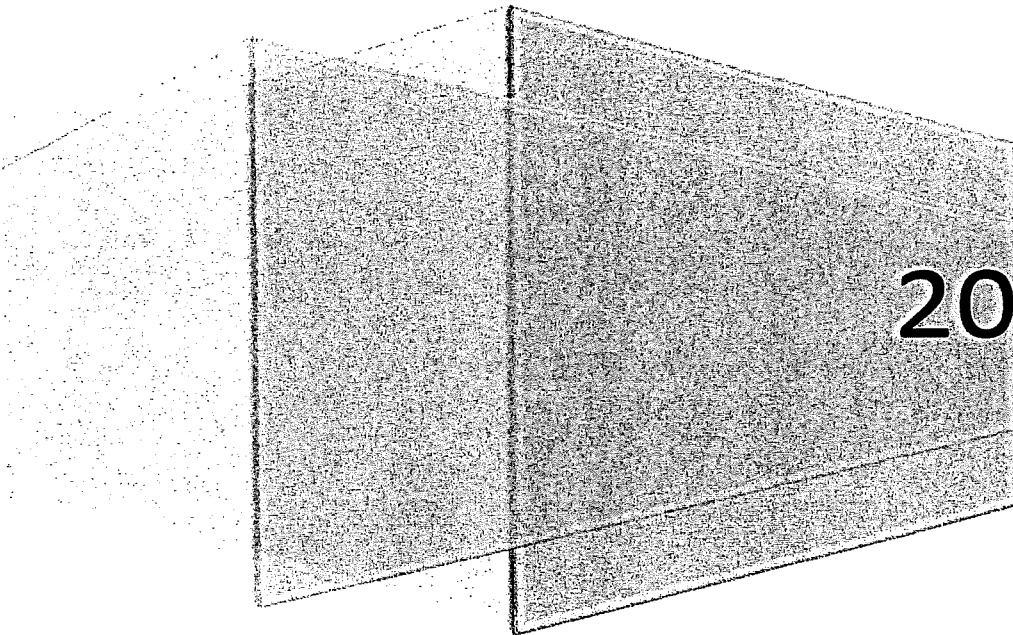


RIVEROAK Technical College

***Suwannee County School Board through
RIVEROAK Technical College***

***Career Pathway Agreements with District
School Board of Madison County***

**Career Pathways: High Schools & RIVEROAK Technical
College**

A large, textured, 3D rectangular block, possibly representing a book or a folder, is shown in a perspective view. It has a grainy, stippled texture and is positioned on the left side of the page.

2018-2019

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**Career and Technical Education
Suwannee County School Board through RIVEROAK Technical College &
District School Board of Madison County
Career Pathways Articulation Agreement
2016-2018**

Articulation is a method of granting Career Certificate clock hours earned while completing a Secondary Career and Technical Education course learning and skills accomplished as part of secondary school instruction. Each school district and RIVEROAK Technical College (RTC) will maintain the integrity of their separate programs and enter into this agreement as cooperating educational institutions.

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

Student Qualifications

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

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

Procedure

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

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

Conditions of Agreement

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

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

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

High School Career Pathway	Associated Industry Certification	RTC Program of Study/ Certificate	Assessment	Articulated Credit
Allied Health Assisting 8741700 Health Science Anatomy & Physiology 8741710 Health Science Foundations OCP A	FDMQA002 – Certified Nursing Assistant	Patient Care Technician –PSAV Practical Nursing - PSAV	Completion of the high school program of study. Student must receive a grade of “B” or better in each class in the Technical Core and must successfully complete all academics with an overall GPA of “C” or higher.	HSC 003 Health Careers Core (90 hours) OCP A
Culinary Arts - 8800500 8800500 Culinary Arts 1 OCP A 8800510 Culinary Arts 2 OCP B 8800520 Culinary Arts 3 OCP C	NRAEF003 – Certified Professional Food Manager (SERVESAFE)	Commercial Professional Culinary Arts & Hospitality	Completion of the high school program of study. Student must receive a grade of “B” or better in each class in the Technical Core and must successfully complete all academics with an overall GPA of “C” or higher.	HMC 0100 Food Preparation (300 hours) OCP A
Early Childhood Education - 8503210 8503211 Early Childhood Education 1 OCP A 8503211 Early Childhood Education 2 OCP B 8503211 Early Childhood Education 3 OCP C	Early Childhood Professional Certificate – CPCP	Early Childhood Education - PSAV	Completion of the high school program of study. Student must receive a grade of “B” or better in each class in the Technical Core and must successfully complete all academics with an overall GPA of “C” or higher.	HEV 0870 Child Care Worker 1 (150 hours) OCP A HEV 0871 Child Care Worker 2 (150 hours) OCP B HEV0872 Teacher Aide (Preschool) (150 hours) OCP C

Digital Information Technology Course Number: 8207310	MICRO069 – Microsoft Office Specialist AND/OR successful completion of the course with a “B” or higher.	Medical Administrative Specialist – PSAV	Completion of the high school program of study. Student must receive a grade of “B” or better in each class in the Technical Core and must successfully complete all academics with an overall GPA of “C” or higher.	OTA 0040 Inf Tech Asst (150 hours) OCP A
Web Development - 9001100 8207310 Digital Information Technology - OCP A 9001110 Foundations of Web Design OCP B 9001120 User Interface Design OCP C	MICRO069 – Microsoft Office Specialist ADOBE010 – Dreamweaver ADOBE 011 - Flash	Medical Administrative Specialist – PSAV	Completion of the high school program of study. Student must receive a grade of “B” or better in each class in the Technical Core and must successfully complete all academics with an overall GPA of “C” or higher.	OTA 0040 Inf Tech Asst (150 hours) OCP A OTA0631 Medical Office Tec (300 hours) OCP C

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

Date

Superintendent, District School Board of Suwannee County

Date

Chair, District School Board of Suwannee County

Date

Director, RIVEROAK Technical College

Date

Superintendent, District School Board of Madison County

Date

Chair, District School Board of Madison County

Date

Coordinator, Career & Technical Education,
District School Board of Madison

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

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

~~SCSB 2018-90 (RENEWAL)~~



RIVEROAK Technical College

Suwannee County School Board through RIVEROAK Technical College Career Pathway Agreements with District School Board of Madison County

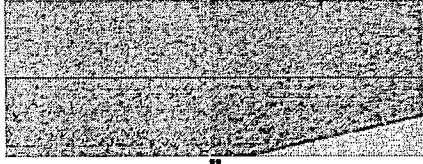
**Career Pathways: High Schools & RIVEROAK Technical
College**

INFO ONLY

2018-2019

INFO ONLY

~~2017-~~
~~2018~~



INFO ONLY

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INFO ONLY

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INFO ONLY

Career and Technical Education Suwannee County School Board through RIVEROAK Technical College & District School Board of Madison County Career Pathways Articulation Agreement ~~2017-2018~~ 2016-2018

Articulation is a method of granting ~~Post-Secondary Adult Vocational (PSAV) Career Certificate~~ clock hours earned while completing a Secondary Career and Technical Education course learning and skills accomplished as part of secondary school ~~instruction~~ instruction. Each school district and RIVEROAK Technical College (RTC)

will maintain the integrity of their separate programs and enter into this agreement as cooperating educational institutions.

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

Student Qualifications

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

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

Procedure

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

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

Conditions of Agreement

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

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

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

High School Career Pathway	Associated Industry Certification	RTC Program of Study/ Certificate	Assessment	Articulated Credit
Allied Health Assisting 8741700 Health Science Anatomy & Physiology 8741710 Health Science Foundations OCP A	FDMQA002 - Certified Nursing Assistant (CNA)	Patient Care Technician - PSAV Practical Nursing - PSAV	Completion of the high school program of study. Student must receive a grade of "B" or better in each class in the Technical Core and must successfully complete all academics with an overall GPA of "C" or higher.	HSC 003 Health Careers Core (90 hours) OCP A *Note: Students enrolling into Patient Care Technician or Practical Nursing will be credited OCP A but will be required to audit the course at no cost.
Culinary Arts - 8800500 8800500 Culinary Arts 1 OCP A 8800510 Culinary Arts 2 OCP B 8800520 Culinary Arts 3 OCP C	NRAEF003 - Certified Professional Food Manager (SERVESAFE)	Commercial Foods & Professional Culinary Arts - PSAV & Hospitality	Completion of the high school program of study. Student must receive a grade of "B" or better in each class in the Technical Core and must successfully complete all academics with an overall GPA of "C" or higher.	HMV0100 Food Preparation (300 hours) OCP A
Early Childhood Education - 0 1 Early Childhood Education 1 OCP A 8503211 Early Childhood Education 2 OCP B 8503211 Early Childhood Education 3 OCP C	Early Childhood Professional Certificate - CPCP	Early Childhood Education - PSAV	Completion of the high school program of study. Student must receive a grade of "B" or better in each class in the Technical Core and must successfully complete all academics with an overall GPA of "C" or higher.	HEV 0870 Child Care Worker 1 (150 hours) OCP A HEV 0871 Child Care Worker 2 (150 hours) OCP B HEV0872 Teacher Aide (Preschool) (150 hours) OCP C

<p>Web Development—9001100 8207310 Digital Information Technology 9001120 User Interface Design OCP OCP A 9001110 Foundations of Web Design OCP B <u>Course Number: 8207310</u></p>	<p>MICR0069MICR0069 - Microsoft Office Specialist ADOBE O10 Dreamweaver ADOBE 011 Flash <u>AND/OR</u> <u>successful completion of the</u> <u>course with a "B" or higher.</u></p>	<p>Administrative—Office Specialist—PSAV—Medical Administrative Specialist PSAV</p>	<p>Completion of the high school program of study. Student must receive a grade of "B" or better in each class in the Technical Core and must successfully complete all academics with an overall CPA of "C" or higher.</p>	<p>OTA 0040 Inf Tech Asst (150 hours) OCP AOTA0631</p>
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<p>Digital Information—Microsoft Office Technology Office Specialist— Course Specialist—PSAV—Digital Number: AND/OR Design—PSAV 8207310 successful Medical completion Administrative of the Specialist—</p>	<p>Completion of the high school program of study. Student must receive a grade of "B" or better in each class in the Technical Core and must successfully complete all academics with an overall CPA of "C" or higher.</p>
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ONLY

INFO ONLY

CPA of
LC or
higher

course with PSAY
a "B" or
higher

<p>Entrepreneurship—881210 8812110 Principals of entrepreneurship 8812120 Business Management and Law 8812000 Business Ownership Web Development—9001100 8207310 Digital Information Technology - OCP A 9001110 Foundations of Web Design OCP B 9001120 User Interface Design OCP C</p>	<p>ADOBE022ADOBE Certified Associate (ACA) Photoshop (Creative Cloud); ADOBE020 ADOBE Certified Associate (ACA) Illustrator; INTUIT001 Quickbooks Certified User (Optional) MICR0069- Microsoft Office Specialist ADOBE010 - Dreamweaver ADOBE 011-Flash</p>	<p>Medical Administrative Office Specialist - PSAV</p>	<p>Completion of the high school program of study. Student must receive a grade of "B" or better in each class in the Technical Core and must successfully complete all academics with an overall GPA of "C" or higher.</p>	<p>OTA 0041 Front Desk Specialist- 0040 Inf Tech Asst (150 hours) OCP A OTA0631 Medical Office Tec (300 hours) OCP BC</p>
<p>Entrepreneurship—881210 8812110 Principals of Entrepreneurship 8812120 Business Management and Law 8812000 Business Ownership</p>	<p>ADOBE022ADOBE Certified Associate (ACA) Photoshop (Creative Cloud); ADOBE020 ADOBE Certified Associate (ACA) Illustrator; INTUIT001 Quickbooks Certified User (Optional)</p>	<p>Medical Administrative Specialist—PSAV</p>	<p>Completion of the high school program of study. Student must receive a grade of "B" or better in each class in the Technical Core and must successfully complete all academics with an overall GPA of "C" or higher.</p>	<p>OTA 0041 Front Desk Specialist (300 hours) OCP B</p>

SCSB 2019-97 (RENEWAL)

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

"Approved as to Form and Sufficiency

BY Leonard J. Dietzen, III

Leonard J. Dietzen, III

~~OCT 1 2017~~

Date

Superintendent, District School Board of Suwannee County

School Date

Chair, District Rumberger, Kirk & Caldwell, P.A. Suwannee School Board

Attorney of Suwannee County

Date

OCT 24
2MZ

Date

Chair Suwan/ie^County School
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Date

Date Career, Technical,
and Adult

Education

[Signature]

RIVEROAK Technical College

Director of

Date

Q 4
Superintendent Board of
District Madison County

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Date

Date

Superintendent, District School Board of Madison County

1-M?

Date

Chair, District School Board of Madison County

pouuda

Date

Coordinator, Career & Technical Education,
District School Board of Madison

Comparison Details	
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Moves	0
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**Career and Technical Education
Tallahassee Community College & Suwannee County School Board
Career Pathways Articulation Agreement
2018-2019**

Articulation is a method of granting college level course credit for learning and skills accomplished as part of secondary school instruction. The secondary school and Tallahassee Community College (TCC) will maintain the integrity of their separate programs and enter into this agreement as cooperating educational institutions.

TCC will work with the high school to establish Career Pathways to serve Career and Technical Education (CTE) students. Agreement will be developed during the year, and this agreement will be amended as agreements are completed.

Student Qualifications

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

1. Successful completion of the articulated secondary technical program of study with a grade of 2.5 (on a 4.00 scale) or better.
2. Graduation from secondary school no more than 18 months prior to enrollment at Tallahassee Community College.
 - a. Students may be subject to taking the College's placement test.
3. Enrollment in an A.S. or certificate program appropriate to the credit to be awarded for the specified exemption exam or industry certification. Completion of 9 credit hours in the A.S. or certificate program is required in order for the career pathway credit to be applied to the college transcript.

Procedure

1. The secondary school instructor provides evidence of completion to the district Career and Technical Education contact who forwards the information to the TCC's Career Pathways contact.
2. TCC's Career Pathway Specialist will issue a letter to students who have successfully completed the secondary Career Pathway program as reported by the district Career and Technical Education contact informing students of the Career Pathway articulation agreement opportunities.

Conditions of Agreement

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

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

This agreement will remain in effect and will be reviewed annually by the articulation committee and incorporated into the dual enrollment articulation agreement. The articulation committee will be composed of the Vice President for Academic Affairs of Tallahassee Community College, Dean of Business, Industry and Technology for Tallahassee Community College, District Representative for Suwannee County Schools, the TCC Career Pathways Specialist and others as so designated.

High School Career Pathways Course Options	Assessment	Total Possible Credits	TCC A.S. Degree or Certificate
<u>Administrative Office Specialist</u> -8207310 Digital Information Technology -8212110 Administrative Office Technology 1 -8212120 Business Software Applications 1 -8209510 Digital Design 1 -8212410 Administrative Office Technology 2 -8212420 Administrative Office Technology 3 -8212160 Business Software Applications 2	-Completion of the high school Administrative Office Specialist Program And -Microsoft Office certifications	Pathway credits awarded as: -Microsoft Office Master MICRO017 (Up to 9 credits depending on the MOS cert.) And - CGS2100 Computer Competency (3 credit hours) Up to 12 total college credit hours	-Office Administration, A.S. And/Or -Office Management Certificate

High School Career Pathways Course Options	Assessment	Total Possible Credits	TCC A.S. Degree or Certificate
<u>Allied Health</u> -8417100 Health Science Anatomy & Physiology -8417110 Health Science Foundations - 8417120 Health & Wellness 3 -8417131 Allied Health Assisting 3	-Completion of the high school Allied Health Assisting Program	Pathway credit hours awarded as: -HSC2531 Medical Terminology (3 credit hours) And -EMS1059C First Responder Credential (3 credit hours) Up to 6 total college credit hours	-Health Information Technology, A.S. And/Or -Health Informatics Specialist Certificate And/Or -Medical Coding and Billing Specialist Certificate And/Or -Emergency Medical Services, A.S. And/Or -Emergency Medical Technician Certificate

High School Career Pathways Course Options	Assessment	Total Possible Credits	TCC A.S. Degree or Certificate
<u>Digital Design</u> -8207310 Introduction to Information Technology -8209510 Digital Design 1 -8209520 Digital Design 2 -8209530 Digital Design 3 -8209540 Digital Design 4 -8209550 Digital Design 5 -8209560 Digital Design 6 -8209570 Digital Design 7	-Completion of the high school Digital Design program And -CIW Master Designer PROSO004 Or -Adobe Certified Associate Certificate(s)	Pathways credit hours awarded as: -CIW Master Designer cert. Professional Elective (3 credit hours) And -CGS1060 Computer and Internet Literacy Exemption Exam towards electives (3 credit hours) -PGY2801C Photoshop (3 credit hours) And -Up to 3 credit hours applied to program courses depending on Adobe certification presented Up to 12 total college credit hours	-Graphic and Web Technology, A.S. And/Or -Graphic Design Support Certificate

High School Career Pathways Course Options	Assessment	Total Possible Credits	TCC A.S. Degree or Certificate
<u>Nursing Assistant, Acute and Long Term Care</u> -8417100 Health Science Anatomy & Physiology -8417110 Health Science Foundations -8417211 Nursing Assistant 3	-Completion of the high school Nursing Assistant program And -CPR, Emergency Medical Responder EMR NREMT003	Pathways credit hours awarded as: -HSC2531 Medical Terminology Exemption Exam (3 credit hours) - EMS1059C First Responder Credential (3 credit hours) Up to 6 total college credit hours	-Emergency Medical Services (EMS) A.S. And/Or -Emergency Medical Technician Certificate

High School Career Pathways Course Options	Assessment	Total Possible Credits	TCC A.S. Degree or Certificate
<u>Engineering Technology/Computer Integrated Manufacturing</u> -8600550 Introduction to Engineering Design -8600520 Principles of Engineering -8600530 Digital Electronics	-Completion of the high school Engineering Tech/Computer Integrated Manufacturing program And -Autodesk Certified User – AutoCAD ADESK011	Pathways credit hours awarded as: -ETD1320 Introduction to CAD (3 credit hours) Up to 3 total college credit hours	-Drafting and Design Technology A.S. Or -Engineering Technology A.S.

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

3/11/19
Date

Karen B. Moore
Chair, The District Board of Trustees,
Tallahassee Community College, Florida

3/11/19
Date

[Signature]
President, Tallahassee Community College

Date

Chair, Suwannee County School Board

Date

Superintendent, Suwannee County School District

Date

Career & Technical Education Coordinator, Suwannee County Schools

"Approved as to Form and Sufficiency

BY _____

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

**Career and Technical Education
Tallahassee Community College & Suwannee County School Board
through RIVEROAK Technical College
Career Pathways Articulation Agreement
2018 - 2019**

Articulation is a method of granting college-level course credit for learning and skills accomplished as part of vocational school instruction. RIVEROAK Technical College and Tallahassee Community College (TCC) will maintain the integrity of their separate programs and enter into this agreement as cooperating educational institutions.

Tallahassee Community College will work with RIVEROAK Technical College to establish Career Pathways to serve Career and Technical Education (CTE) students. Agreements will be developed during the year and this agreement will be amended as agreements are completed.

Student Qualifications

Students must meet all TCC admission requirements; select an A.S. or college- credit certificate and present evidence of the following:

1. Successful completion of the articulated technical program of study with a grade of 2.5 (on a 4.00 scale) or better.
2. Successful completion of all applicable developmental classes. Students not requiring developmental classes will earn credit upon acceptance to TCC.
3. At least a 2.00 overall GPA completed if college credit courses have been completed.
4. Completion of the RIVEROAK Technical College program no more than 18 months prior to enrollment at Tallahassee Community College.
5. Enrollment in an A.S. or certificate program appropriate to the credit to be awarded for the specified exemption exam or industry certification. Completion of 9 credit hours in the A.S. or certificate program is required in order for the career pathway credit to be applied to the college transcript

Procedure

1. The RIVEROAK Technical College Career and Technical Education Director will provide evidence of completion to the designated Tallahassee Community College Career Pathways Specialist.
2. Tallahassee Community College's designated Career Pathways Specialist will issue a letter to students who have successfully completed the RIVEROAK Technical College program as reported by the Career and Technical Education Director.

3. If the student desires to participate in the identified Career and Technical Education program, the student will request that an official transcript be forward to TCC. Students will receive block credit upon submission of the Riveroak Technical College transcript.

Conditions of Agreement

1. Riveroak Technical College and TCC's faculty will review course textbooks, syllabi and other institutional materials as needed in order to develop articulated programs of study.
2. Riveroak Technical College and TCC will review the list of articulated programs of study annually. Changes will be made as necessary based on changes in program offerings and outcomes.
3. Riveroak Technical College and TCC will cooperate in publicizing Career Pathways in order to ensure that students are aware of the opportunities.
4. Tallahassee Community College will not charge tuition for any courses for which a student receives articulated credit.

This agreement will remain in effect and will be reviewed annually by the articulation committee. The articulation committee will be composed of the Principal of Riveroak Technical College, the Director of Secondary Schools, the Provost and Vice President of Academic Affairs and the Dean of Business, Industry and Technology.

High School Career Pathways Course Options	Assessment	Total Possible Credits	TCC A.S. Degree or Certificate
<u>Digital Design</u> -8207310 Introduction to Information Technology -8209510 Digital Design 1 -8209520 Digital Design 2 -8209530 Digital Design 3 -8209540 Digital Design 4	-Completion of the high school Digital Design program And -CIW Master Designer PROSO004 Or -Adobe Certified Associate Certificate(s)	Pathways credit hours awarded as: -CIW Master Designer cert. Professional Elective (3 credit hours) And -CGS1060 Computer and Internet Literacy Exemption Exam towards electives (3 credit hours) -PGY2801C Photoshop (3 credit hours) And -Up to 3 credit hours applied to program courses depending on Adobe certification presented Up to 12 total college credit hours	-Graphic and Web Technology, A.S. And/Or -Graphic Design Support Certificate

Career Pathways Course Options	Assessment	Total Possible Credits	TCC A.S. Degree or Certificate
<u>Administrative Office Specialist</u> <u>PSAV 1050 clock hours</u> - OTA0040 Information Technology Assistant - OTA0041 Front Desk Specialist - OTA0030 Assistant Digital Production Designer - OTA0043 Administrative Office Specialist	-Completion of Technical Center Administrative Office Specialist program (1050 hours)	Pathways credit hours awarded as: -MNA2021 Human Relations (3 credit hours) -GEB1011 Introduction to Business (3 credit hours) -MNA2130 Business Writing (3 credit hours) -TBA (3 credit hours) Up to 12 total college credit hours	-Office Administration A.S.

Career Pathways Course Options	Assessment	Total Possible Credits	TCC A.S. Degree or Certificate
<u>Medical Administrative Specialist</u> <u>PSAV 1050 Clock hours</u> - OTA0040 Information Technology Assistant - OTA0041 Front Desk Specialist -OTA0631 Medical Office Technologist - OTA0651 Medical Administrative Specialist	-Completion of Technical Center Medical Administrative Specialist PSAV program (1050 hours) And -MOS Certified Application Specialist Certification(s)	Pathways credit hours awarded as: -MNA2021 Human Relations (3 credit hours) -GEB1011 Introduction to Business (3 credit hours) -MNA2130 Business Writing (3 credit hours) -TBA (3 credit hours) Up to 12 total college credit hours	-Office Administration A.S.

IN WITNESS WHEREOF, the School Board of Suwannee County, Florida and The District Board of Trustees, Tallahassee Community College, Florida have adopted this agreement and caused it to be executed by their respective chairs and chief executive officers.

3/11/19
Date

Karen B. Moore
Chair, The District Board of Trustees,
Tallahassee Community College, Florida

3/11/19
Date

[Signature]
President, Tallahassee Community College

Date

Chair, Suwannee County School Board

Date

Superintendent, Suwannee County School District

Date

Director, Riveroak Technical College

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

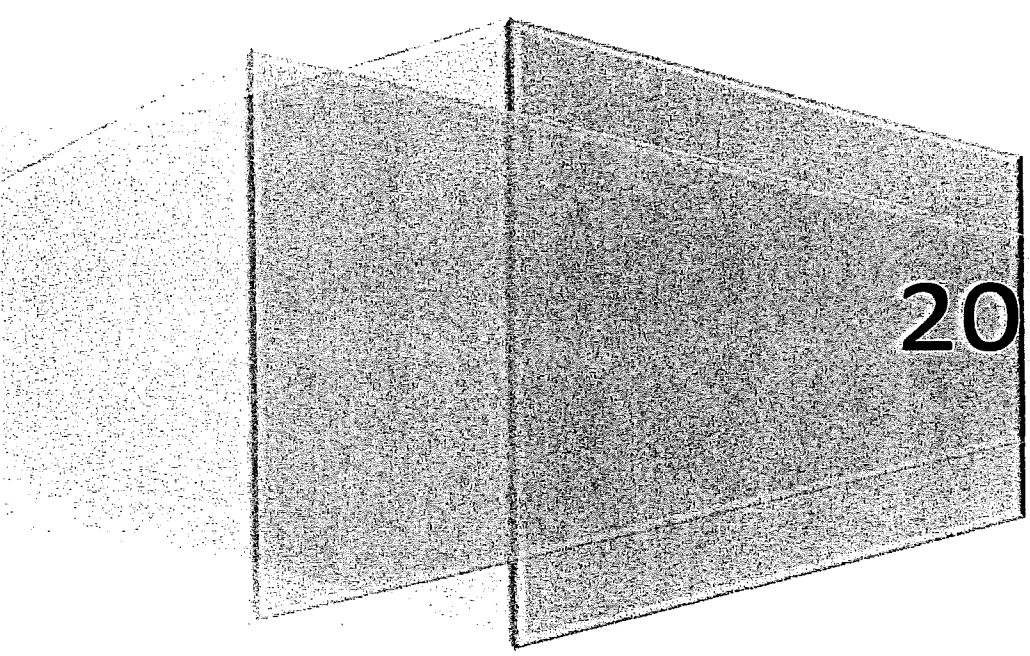
Suwannee School Board Attorney"



RIVEROAK Technical College

***Suwannee County School Board through
RIVEROAK Technical College
Career Pathway Agreements with District
School Board of Lafayette County***

Career Pathways: High Schools & RIVEROAK Technical College



2018-2019

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**Career and Technical Education
RIVEROAK Technical College & District School Board of Lafayette County
Career Pathways Articulation Agreement
2018-2019**

Articulation is a method of granting Career Certificate clock hours earned while completing a Secondary Career and Technical Education course learning and skills accomplished as part of secondary school instruction. Each school district and RIVEROAK Technical College (RTC) will maintain the integrity of their separate programs and enter into this agreement as cooperating educational institutions.

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

Student Qualifications

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

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

Procedure

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

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

Conditions of Agreement

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

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

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

High School Career Pathway	Associated Industry Certification	RTC Program of Study/ Certificate	Assessment	Articulated Credit
Nursing Assisting 8741700 Health Science . Anatomy & Physiology 8741710 Health Science Foundations OCP A 8417211 Nursing Assistant 3 OCP B	FDMQA002 – Certified Nursing Assistant	Patient Care Technician –PSAV Practical Nursing - PSAV	Completion of the high school program of study. Student must receive a grade of “B” or better in each class in the Technical Core and must successfully complete all academics with an overall GPA of “C” or higher.	HSC 003 Basic Healthcare Worker (90 hours) OCP A *Note: Students enrolling into Patient Care Technician or Practical Nursing will be credited OCP A but will be required to audit the course at no cost.
Digital Design - 8209600 8207310 Digital Information Technology OCP A 8209510 Digital Design 1 OCP B 8029520 Digital Design 2	MICRO069- Microsoft Office Specialist ADOBE010 Dreamweaver ADOBE011 Flash ADOBE022 Photoshop	Digital Design – PSAV	Completion of the high school program of study. Student must receive a grade of “B” or better in each class in the Technical Core and must successfully complete all academics with an overall GPA of “C” or higher.	OTA 0040 Inf Tech Asst (150 hours) OCP A GRA0024 Production Assistant (150 hours) OCP B
Digital Design - 8209600 8207310 Digital Information Technology OCP A 8209510 Digital Design 1 OCP B 8029520 Digital Design 2	MICRO069- Microsoft Office Specialist ADOBE010 Dreamweaver ADOBE011 Flash ADOBE022 Photoshop	Medical Administrative Specialist – PSAV	Completion of the high school program of study. Student must receive a grade of “B” or better in each class in the Technical Core and must successfully complete all academics with an overall GPA of “C” or higher.	OTA 0040 Inf Tech Asst (150 hours) OCP A OTA 0041 Front Desk Specialist (300 hours)

Digital Information Technology Course Number: 8207310	MICRO069 – Microsoft Office Specialist AND/OR successful completion of the course with a “B” or higher.	Digital Design – PSAV Medical Administrative Specialist – PSAV	Completion of the high school course with a “B” or better and an overall GPA of “C” or higher.	OTA 0040 Inf Tech Asst (150 hours) OCP A
Culinary Arts - 8800500 8800500 Culinary Arts 1 OCP A 8800510 Culinary Arts 2 OCP B 8800520 Culinary Arts 3 OCP C	NRAEF003 – Certified Professional Food Manager (SERVESAFE) NRAEF002 – National Pro-Start Certificate of Achievement	Commercial Foods & Culinary Arts - PSAV	Completion of the high school program of study. Student must receive a grade of “B” or better in each class in the Technical Core and must successfully complete all academics with an overall GPA of “C” or higher.	HMV 0100 Food Preparation (300 hours) OCP A

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

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

Date Superintendent,
District School Board of Suwannee County

Date Chair, District School Board of Suwannee County

Date Director, RIVEROAK Technical College

23 April, 2019
Date Superintendent, District School Board of Lafayette County

4-23-19
Date Chair, District School Board of Lafayette County

4/30/19
Date Coordinator, Career & Technical Education,
District School Board of Lafayette

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

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

This Agreement begins on July 1, 2019, 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 Medical Secretary program for qualified students preparing to be Medical Secretaries; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Medical Secretary 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, 2019 through June 30, 2020; 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 provide proof of accident insurance.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Medical Secretary 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 program 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 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.

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. Students will meet employment conditions, including criminal background checks and drug testing.
6. 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.

- 7 To be responsible for the educational supervision of students in the program.
8. 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.
- 9 Maintain individual records of classes, student activities, and competencies.
10. Maintain strict confidentiality regarding all patient-centered information.
11. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

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

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

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.

3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

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

VII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein.

VIII. GOVERNING LAW AND VENUE

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

"Approved as to Form and Sufficiency

Live Oak, Florida

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

BY: _____ DATE: _____

**Ted L. Roush
Superintendent of Schools**

BY: _____ DATE: _____

**Ed daSilva , Chairman
Suwannee County School Board**

ACV Health Center, LLC

Dowling Park, Florida

BY: _____ DATE: _____

TITLE: _____

Suwannee County School Board Approved on _____.

EXHIBIT A

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

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

SCHOOL AFFILIATION AGREEMENT

This Agreement begins on July 1, 2019, by and between Suwannee County School Board ("School") 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 a Certificate Degree/Program in the field of **Medical Secretary**; 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.

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

For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT C which is incorporated by reference herein.

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. The 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, 2019. 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 not 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
1729 Walker Avenue, SW, Ste. 200
Live Oak, FL 32064
Attention: Ted L. Roush

With copy to School: RIVEROAK Technical College
415 SW Pinewood Drive, SW
Live Oak, FL 32064
Attention: Mary Keen

With copy to: Leonard J. Dietzen, III
Rumberger, Kirk and Caldwell, P.A.
101 North Monroe Street, Suite 120
Tallahassee, FL 32301

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.

To the extent required by law, 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.

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

ATTEST:

SUWANNEE COUNTY SCHOOL BOARD:

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

By: _____
Print Name: Ted L. Roush
Title: Superintendent
Date: _____

"Approved as to Form and Sufficiency

BY _____

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

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: _____

EXHIBIT C
Public Records Law Requirements
under Chapter 119.0701, Florida Statutes (2018)

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

**ANJANA RANA, MD
BRIJ RANA, MD
413 N.W. 5th AVENUE
JASPER, FLORIDA 32052**

This Agreement is entered into on July 1, 2019, between the Suwannee County School Board (SCSB) and Dr. Anjana Rana, MD and Dr. Brij Rana, MD, Jasper, FL (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Medical Secretary program for qualified students preparing to be Medical Secretaries; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Medical Secretary 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, 2019 through June 30, 2020; 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 provide proof of accident insurance.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Medical Secretary 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 program 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 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.

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. Students will meet employment conditions, including criminal background checks and drug testing.
6. 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.

- 7 To be responsible for the educational supervision of students in the program.
8. 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.
- 9 Maintain individual records of classes, student activities, and competencies.
10. Maintain strict confidentiality regarding all patient-centered information.
11. 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. 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.

V. 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.

VI. 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.

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. For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein.

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: _____
Ted L. Roush
Superintendent of Schools

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

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

ANJANA RANA, MD
BRIJ RANA, MD
413 N.W. 5th Avenue
Jasper, Florida 32052

609 SW 5th Street
Live Oak, FL 32064

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

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

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

AN AGREEMENT

between

SUWANNEE COUNTY SCHOOL BOARD

and

**Smith & Sorenson, LLC
D/B/A
Rising Oaks Assisted Living
Live Oak, Florida**

This Agreement begins on July 1, 2019, between the Suwannee County School Board (SCSB) and Smith & Sorenson, LLC, D/B/A Rising Oaks Assisted Living, Live Oak, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician 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/or 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 12 months beginning on July 1, 2019 through June 30, 2020; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.
5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education program.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

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

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.
3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be 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

For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein.

VIII. GOVERNING LAW AND VENUE

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

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

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

**Smith & Sorenson, LLC
D/B/A
Rising Oaks Assisted Living
201 Ranchera Street N.W.
Live Oak, Florida 32064**

BY: _____ DATE: _____

TITLE: _____

Suwannee County School Board Approved on _____.

EXHIBIT A

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

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

Adi9-IT-SCSB-204^45 (NEW)

AN AGREEMENT

between

SUWANNEE COUNTY SCHOOL BOARD

and

**Smith & Sorenson, LLC
D/B/A
Rising Oaks Assisted Living
Live Oak, Florida**

This Agreement begins on July 1, 2018~~2019~~, between the Suwannee County School Board (SCSB) and ~~Smith & Sorenson, LLC, D/B/A Rising Oaks Assisted Living, Live Oak, Florida~~ (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician 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/or 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.

INFO ONLY

SCSB 2020-06 (REVISED RENEWAL)

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of 12 months beginning on July 1, ~~2018~~2019 through June 30, ~~2019~~2020; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

INFO ONLY

4. SCSB 201-45 (NEW)

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.

INFO ONLY

INFO ONLY

SCSB 2020-06 (REVISED RENEWAL)

20.

SCSB20iy??(NEW)

2. 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. 3-To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. 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. 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. 6-To be responsible for the educational supervision of students in the program.
7. 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. 8-Maintain individual records of classes, student activities, and competencies.
9. 9-Maintain strict confidentiality regarding all patient-centered information.
10. 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

INFO ONLY

SCSB 2020-06 (REVISED RENEWAL)

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.

INFO ONLY

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

VII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes (2017(2018)) see EXHIBIT A which is incorporated by reference herein.

VIII. GOVERNING LAW AND VENUE

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

INFO ONLY

INFO ONLY

SCSB 2020-06 (REVISED RENEWAL)

SCSB 2043-45 (NEW)

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

SUWANNEE COUNTY SCHOOL BOARD

Live Oak, Florida

BY:

DATE:

BY:

Jerry Taylor
Jerry Taylor
Suwannee-C

Jerry Taylor

Approved MAY 22 2018 and Sufficiency

BY

to Form

Dietzen, III

Rumberger Childwell, P.A.

Suwannee School Board Attorney

Ted L. Roush
Superintendent of Schools

DATE: MAY 22 2018

BY:

DATE:

Ed daSilva, Chairman county-
Suwannee County School Board

INFO ONLY

SCSB 2020-06 (REVISED RENEWAL)

Smith & Sorenson, LLC
D/B/A
Rising Oaks Assisted Living
201 Ranchera Street N.W.
Live Oak, Florida 32064

~~÷ S fr QOIR~~

TITLE Sf Administrator / RN

BY: _____ DATE BY: _____

TITLE: _____

Suwannee County School Board Approved on _____

MAY 22 2018

INFO ONLY

SCSB 2020-06 (REVISED RENEWAL)

SCSB-KWMS (NEW)

EXHIBIT A

Public Records Law Requirements under Chapter 119.0701, Florida Statutes (~~2017~~(2018))

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

If you are a contractor as defined by Section 119.0701-~~(1)~~(a)(1)(a), Florida Statutes (~~2017~~(2018)), you must comply with Florida's public records law.

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

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

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

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section ~~119.0701(2)(b)4~~ 119.0701(2)(b)4, Florida Statutes (~~2017~~(2018)), for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes (~~2017~~2018).

INFO ONLY

Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	5/6/2019 11:56:53 AM
Comparison Time	0.90 seconds
compareDocs version	v4.2.300.9

Sources	
Original Document	\\HomeDrs01\Users\$\cduquette_My Settings\Desktop\Compare Contract\SCSB 2019-45 Rising Oaks Assisted Living PCT Fully Executed.pdf
Modified Document	\\HomeDrs01\Users\$\cduquette_My Settings\Desktop\Compare Contract\SCSB 2020-06 Rising Oaks Assisted Living PCT & LPN.pdf

Comparison Statistics	
Insertions	23
Deletions	21
Changes	29
Moves	0
TOTAL CHANGES	73

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

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

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

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

This Agreement begins on July 1, 2019, 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 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, 2019 through June 30, 2020; 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

For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein.

VIII. GOVERNING LAW AND VENUE

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

Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____

Ed daSilva, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

ACV Health Services, LLC

Suwannee School Board Attorney"

Dowling Park, Florida

BY: _____ DATE: _____

TITLE: _____

Suwannee County School Board Approved on _____.

EXHIBIT A

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

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

Lafayette Nursing and Rehabilitation

This Agreement begins on July 1, 2019, between the Suwannee County School Board (SCSB) and Lafayette Nursing and Rehabilitation, Mayo, 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, 2019 through June 30, 2020; 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

For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein.

VIII. GOVERNING LAW AND VENUE

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

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

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Lafayette Nursing and Rehabilitation
512 W. Main Street
Mayo, FL 32066
Suwannee School Board Attorney"

BY: _____ DATE: _____

TITLE: _____

Suwannee County School Board Approved on _____.

EXHIBIT A

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

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

AFFILIATION AGREEMENT

This Agreement is entered into on the date of execution by both parties, between the Suwannee County School Board (SCSB) and Lake City Surgery Center, LLC, Lake City, FL (Clinical Site) for the 2019-2020 school year.

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

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

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

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

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

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

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

Section 2. Duties of the Placement Site

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

Section 3. Implementation of Program

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

Section 4. Costs and Fees

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

Section 5. Liability of Parties

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

Section 6. Other Affiliations

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

Section 7. Term and Termination

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

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

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

(a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

(b) Either party loses its license or accreditation; or

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

Section 8. Request for Withdrawal of Student

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

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

Section 9. Amendments

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

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

Section 10. Indemnification

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

Section 11. Governing Law and Venue

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

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

Section 12. Public Records

For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein.

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

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

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

By: _____
**Ted L. Roush
Superintendent of Schools**

By: _____

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

By: _____

Date: _____

Date: _____

"Approved as to Form and Sufficiency

BY _____

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

EXHIBIT A

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

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

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

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

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

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

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

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

SCHOOL AFFILIATION AGREEMENT

This Agreement begins on July 1, 2019, by and between Suwannee County School Board ("School") 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 Patient Care Technician**; 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.

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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 or 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

For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT C which is incorporated by reference herein.

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, 2019. 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
1729 Walker Avenue, SW, Ste. 200
Live Oak, FL 32064
Attention: Ted L. Roush

With copy to School: RIVEROAK Technical College
415 SW Pinewood Drive, SW
Live Oak, FL 32064
Attention: Mary Keen

With copy to: Leonard J. Dietzen, III
Rumberger, Kirk and Caldwell, P.A.
101 North Monroe Street, St. 120
Tallahassee, FL 32301

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.

To the extent required by law, 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 2020-12 (REVISED RENEWAL)

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

ATTEST:

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

SCHOOL:

Suwannee County School Board

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

By: _____
Print Name: Ted L. Roush
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: _____

EXHIBIT C

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

SCHOOL AFFILIATION AGREEMENT

This Agreement begins on July 1, ~~2018~~2019, 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 Patient Care Technician; 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. ~~4.~~ Responsibilities of School.

- (a) ~~(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.

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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) ~~(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) ~~(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. 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. 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. 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. 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. 7-Public Records

For all contractors as set forth in Section 119.0701, Florida Statutes ~~(2017)~~ (2018) see EXHIBIT C which is incorporated by reference herein.

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, 2018~~ 2019. 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. 44-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. 45-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. 46-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
1729 Walker Avenue, SW, Ste. 200
Live Oak, FL 32064
Attention: Ted L. Roush

With copy to School:

RIVEROAK Technical College
415 SW Pinewood Drive, SW
Live Oak, FL 32064
Attention: Mary Keen

With copy to:

Leonard J. Dietzen, III
Rumberger, Kirk and Caldwell, P.A.
101 North Monroe Street, St. 120
Tallahassee, FL 32301

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

17. 47-HIPAA Requirements.

To the extent required by law, 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.

INFO ONLY

SCSB 2020-12 (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: ~~Jerry Taylor~~ Ed daSilva

Title: Chairman

Date: _____

By: _____

Print Name: Ted L. Roush

Title: Superintendent

Date: _____

HOSPITAL:

Notami Hospitals of Florida Inc.

d/b/a Lake City Medical Center

By: _____

By: _____

Print Name: _____

Title: Chief Executive Officer

Date: _____

INFO

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: _____

EXHIBIT C
Public Records Law Requirements
under Chapter 119.0701, Florida Statutes
~~(2017)~~(2018)

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

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes ~~(2017)~~(2018), you must comply with Florida's public records law.

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

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

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

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes ~~(2017)~~(2018), for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes ~~(2017)~~(2018).

INFO ONLY

Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	5/8/2019 11:24:23 AM
Comparison Time	1.96 seconds
compareDocs version	v4.2.300.9

Sources	
Original Document	\\HomeDirs01\Users\$cduquette_My Settings\Desktop\Compare Contract\SCSB 2019-12 LCMC - LPN.pdf
Modified Document	\\HomeDirs01\Users\$cduquette_My Settings\Desktop\Compare Contract\SCSB 2020-12 LCMC - PCT & LPN.pdf

Comparison Statistics	
Insertions	13
Deletions	21
Changes	10
Moves	0
TOTAL CHANGES	44

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

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

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

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

Jasper, Florida

This Agreement is entered into on July 1, 2019, 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, 2019 through June 30, 2020; 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. For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein.

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: _____
Ted L. Roush
Superintendent of Schools

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

"Approved as to Form and Sufficiency
BY _____

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

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

**413 NW 5th Ave
Jasper, Florida 32052**

609 SW 5th Street
Live Oak, FL 32064

BY: _____ DATE: _____
TITLE: _____

EXHIBIT A

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

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

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

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

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

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

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

**Bienvenido Samera, MD
303 Suwannee Ave
Branford, Florida**

This Agreement is entered into on July 1, 2019, between the Suwannee County School Board (SCSB) and Dr. Bienvenido Samera, MD PA, Branford, Florida (Healthcare Agency).

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

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, 2019 through June 30, 2020; 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 2020-14 (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 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.

SCSB 2020-14 (REVISED RENEWAL)

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.
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1. For all contractors as set forth in Section 119.071, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein.

SCSB 2020-14 (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: _____
Ted L. Roush
Superintendent of Schools

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

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

**Bienvenido Samera, MD
303 Suwannee Ave
Branford, Florida**

BY: _____ DATE: _____
TITLE: _____

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INFO ONLY

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SUWANNEE COUNTY SCHOOL BOARD

Live Oak, Florida

BY: DATE: _____

Ted L. Roush
Superintendent of Schools

DATE: _____

BY: _____

DATE: _____

ATE: _____

Jerry Taylor Ed daSilva,
Chairman Suwannee County
School Board

Bienvenido Samera, MD
303 Suwannee Ave
Branford, Florida

DATE: _____

BY: _____

TITLE: _____

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes (~~2017~~(2018))**

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INFO ONLY

Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	5/6/2019 12:05:37 PM
Comparison Time	4.16 seconds
compareDocs version	v4.2.300.9

Sources	
Original Document	\\HomeDirs01\Users\$cduquette_My Settings\Desktop\Compare Contract\SCSB 2019-14 Samera PCT.pdf
Modified Document	\\HomeDirs01\Users\$cduquette_My Settings\Desktop\Compare Contract\SCSB 2020-14 Samera PCT & LPN.pdf

Comparison Statistics	
Insertions	10
Deletions	10
Changes	23
Moves	0
TOTAL CHANGES	43

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

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

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

And

**EMORY MEDICAL CORPORATION
d/b/a WOMEN'S CENTER OF FLORIDA
4812 Highway 90, Lake City, FL 32056**

This Agreement is entered into on July 1, 2019, between the Suwannee County School Board (SCSB) and EMORY MEDICAL CORPORATION d/b/a Women's Center of 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;

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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

For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein.

SCSB 2020-15 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: _____
Ted L. Roush
Superintendent of Schools

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

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

EMORY MEDICAL CORPORATION
d/b/a WOMEN'S CENTER OF FLORIDA

BY: _____ DATE: _____
TITLE: _____

EXHIBIT A

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

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

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, 2019, 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, 2019 through June 30, 2020; 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

For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein.

VIII. GOVERNING LAW AND VENUE

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

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

"Approved as to Form and Sufficiency

BY _____
Leonard J. Dietzen, III

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

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 _____.

EXHIBIT A

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

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

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 2019, 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, 2019 through June 30, 2020; 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

For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein.

VIII. GOVERNING LAW AND VENUE

- 1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 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 2020-17 (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: _____
Ted L. Roush
Superintendent of Schools

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

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

Jasper, Florida

BY: _____ DATE: _____
TITLE: _____

Suwannee County School Board Approved on _____.

EXHIBIT A

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

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

**Consulate Healthcare Baya Pointe Health and Rehabilitation Center
Lake City, Florida**

This Agreement commences on July 1, 2019, between the Suwannee County School Board (SCSB) and Consulate Healthcare Baya Pointe Health and Rehabilitation Center Lake City, 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 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 twelve months, July 1, 2019 through June 30, 2020; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

SCSB 2020-18 (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.

SCSB 2020-18 (REVISED RENEWAL)

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

IV. HIPAA REQUIREMENTS

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

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

V. LIABILITY OF PARTIES

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

VI. INDEMNIFICATION

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

VII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein.

VIII. GOVERNING LAW AND VENUE

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

IX. RELEASE OF STUDENT RECORDS

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

SCSB 2020-18 (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: _____
Ted L. Roush
Superintendent of Schools

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

**Consulate Healthcare Baya Pointe Health and Rehabilitation Center
587 SE Ermine Avenue
Lake City, FL 32025**

BY: _____ DATE: _____
TITLE: _____

Suwannee County School Board Approved on _____.

EXHIBIT A

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

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARDand

and

**Baya Nursing and Rehabilitation, LLC d/b/a Consulate Healthcare
Baya Pointe Nursing Health and Rehabilitation
Center Lake City, Florida**

This Agreement commences on July 1, 2018~~2019~~, between the Suwannee County School Board (SCSB) and Baya Nursing and Rehabilitation, LLC d/b/a Consulate Healthcare Baya Pointe Nursing Health and Rehabilitation Center- Lake City, 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~~ have agreed jointly to participate in a program in which Patient Care Technician 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. **1-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 twelve months, July 1, 2018~~2019~~ through June 30, 2019~~2020~~; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. 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.

INFO ONLY

INFO ONLY

SCSB 2020-18 (REVISED RENEWAL)

5. ~~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. ~~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. ~~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. ~~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. 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.

INFO ONLY

SCSB 2020-18 (REVISED RENEWAL)

3. ~~3.~~To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. ~~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. ~~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. ~~6.~~To be responsible for the educational supervision of students in the program.
7. ~~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. ~~8.~~Maintain individual records of classes, student activities, and competencies.
9. ~~9.~~Maintain strict confidentiality regarding all patient-centered information.
10. ~~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. ~~1.~~ The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes (~~2017~~(2018)) see EXHIBIT A which is incorporated by reference herein.

VIII. GOVERNING LAW AND VENUE

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

IX. RELEASE OF STUDENT RECORDS

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

INFO ONLY

SCSB 2020-18 (REVISED RENEWAL)

SCSB 2019-44 (NEW)

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

SUWANNEE COUNTY SCHOOL BOARD

Live Oak, Florida

DATE: MAY 27 2018

BY:

;

Superintendent of Schools

BY:

Ted L. Roush
Superintendent of Schools

DATE:

MM "Approved/s t<) j&drm and
Sufficiency
by fi;

BY:

Jenir Taylor Chairman Suwannee
Ed daSilva, Chairman

BY DATE:

Leona® J. Dietzen, III
Rumberger, jirk & Caldwell, P.A.
Suwannee School Board Attorney"

Suwannee County School
Board

Baya Nursing Consulate Healthcare Baya Pointe Health and
Rehabilitation, LLC Center 587 SE Ermine Avenue
Lake City, FL 32025

INFO ONLY

SCSB 2020-18 (REVISED RENEWAL)

BY: _____ DATE: _____

TITLE: _____

DATE: ~~(J/ < /)~~ ■■/■/■

Suwannee County School Board Approved on
2018.

~~NAY 22~~

INFO ONLY

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes (2017(2018))**

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

If you are a contractor as defined by Section 119.0701(1)(a), 119.0701(1)(a), Florida Statutes (2017(2018)), you must comply with Florida's public records law.

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

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

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

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b) 119.0701(2)(b)4, - Florida Statutes (2017(2018)), for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes (20172018).

INFO ONLY

Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	5/6/2019 1:23:33 PM
Comparison Time	0.82 seconds
compareDocs version	v4.2.300.9

Sources	
Original Document	\\HomeDrs01\Users\$\cduquette_My Settings\Desktop\Compare Contract\SCSB 2019-44 Baya Pointe Health PCT Fully Executed.pdf
Modified Document	\\HomeDrs01\Users\$\cduquette_My Settings\Desktop\Compare Contract\SCSB 2020-18 Consulate Healthcare Baya Pointe Health and Re.pdf

Comparison Statistics	
Insertions	18
Deletions	17
Changes	35
Moves	0
TOTAL CHANGES	70

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

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

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

**Madison Health and Rehabilitation Center
2481 W US Hwy 90
Madison, FL 32340**

This Agreement is entered into on July 1, 2019, between the Suwannee County School Board (SCSB) and Madison Health & Rehabilitation Center, Madison, 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 on July 1, 2019 through June 30, 2020; 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 2020-19 (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 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. For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein.

SCSB 2020-19 (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: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Ed daSilva, Chairman
Suwannee County School Board
"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"
Madison Health and Rehabilitation Center
2481 W US Hwy 90
Madison, FL 32340

BY: _____ DATE: _____
TITLE: _____

EXHIBIT A

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

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

**Madison Health & ~~and~~ Rehabilitation Center
2481 W US Hwy 90
Madison, Florida ~~FL~~ 32340**

This Agreement ~~begins on September 1, 2017~~ is entered into on July 1, 2019, between the Suwannee County School Board (SCSB) and Madison Health & Rehabilitation Center, Madison, 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 Licensed 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 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 September 1, 2017~~ July 1, 2019 through June 30, ~~2018~~ 2020; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

INFO ONLY

SCSB 2020-19 (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.

INFO ONLY

INFO ONLY

5. ~~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. ~~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. ~~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. ~~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 and Patient Care Technician programs.

II. ~~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 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. ~~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. 3-To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. 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. 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. 6-To be responsible for the educational supervision of students in the program.
7. 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. 8-Maintain individual records of classes, student activities, and competencies.
9. 9-Maintain strict confidentiality regarding all patient-centered information.
10. 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. 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. 1-The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

~~VII. PUBLIC RECORDS~~

~~For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT A which is incorporated by reference herein.~~

VII. ~~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.

VIII. ~~IX. RELEASE OF STUDENT PUBLIC RECORDS~~

1. For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein.

INFO ONLY

SCSB 2020-19 (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: _____

Ted L.
Roush

Superintendent of Schools

DATE: _____

DATE: **SEP 14 2017**

BY: _____

Ed daSilva, Chairman
Suwannee County School

DATE: _____

DATE: **20**
"Approv
e BY **17**

and Sufficiency

Board Attorney"

Madison Health & and Rehabilitation
Center 2481 West W US Hwy 90
Madison, Florida, FL 32340 (850) 973-4880

DATE BY: _____ BY _____ DATE: _____

TITLE: _____

Ma
Jk

Swannee County School Board Approved on ~~SEP 17 2017~~

EXHIBIT A

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes
(~~2016~~2018)**

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

~~VICKIE.DEPRATTER@SUWANNEE.K12.FL.US. OR 1729 Walker Avenue, SW, Ste. 200, LIVE OAK, FL 32064.~~

If you are a contractor as defined by Section ~~119.0701(1)(a)~~, 119.0701(1)(a), Florida Statutes (~~2016~~2018), you must comply with Florida's public records law.

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

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

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

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section ~~119.0701(2)(b)4~~ 119.0701(2)(b)4, Florida Statutes (~~2016~~2018), for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes (~~2016~~2018).

INFO ONLY

Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	5/6/2019 1:42:07 PM
Comparison Time	0.81 seconds
compareDocs version	v4.2.300.9

Sources	
Original Document	\\HomeDirs01\Users\$cduquette\My Settings\Desktop\Compare Contract\SCSB 2018-80 Madison Health & Rehab LPN Fully Executed.pdf
Modified Document	\\HomeDirs01\Users\$cduquette\My Settings\Desktop\Compare Contract\SCSB 2020-19 Madison Health & Rehab PCT & LPN.pdf

Comparison Statistics	
Insertions	20
Deletions	19
Changes	36
Moves	0
TOTAL CHANGES	75

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

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

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2019, 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 For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein.

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

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

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

By: _____
Ted L. Roush
Superintendent of Schools

By: _____

By: _____
Ed daSilva, Chairman
Suwannee County School Board

By: _____

"Approved as to Form and Sufficiency

BY _____

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

EXHIBIT A

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

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2019, between the Suwannee County School Board (SCSB) and Baya Pharmacy, Baya Drive, Lake City, FL (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 For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein.

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

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

Baya Pharmacy
780 S.E. Baya Drive
Lake City, FL 32025

By: _____
Ted L. Roush
Superintendent of Schools

By: _____

By: _____
Ed daSilva, Chairman
Suwannee County School Board

By: _____

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

EXHIBIT A

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

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2019, between the Suwannee County School Board (SCSB) and Baya Pharmacy (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.

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- 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.

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- 12.1 For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein.

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

**Suwannee County School Board
1729 Walker Avenue, SW, Suite 200
Live Oak, Florida 32064**

**Baya Pharmacy
1465 US 90 STE 110
Lake City, FL 32055**

By: _____
**Ted L. Roush
Superintendent of Schools**

By: _____

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

By: _____

"Approved as to Form and Sufficiency

BY _____

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

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

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

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

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2019, 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.
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- 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.

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- 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.
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- 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.

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- 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.

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

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

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

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

Cheek & Scott Drugs, Inc.
1150 US Hwy 41 NW
Suite 13
Jasper, FL 32052

By: _____
Ted L. Roush
Superintendent of Schools

By: _____

By: _____
Ed daSilva, Chairman
Suwannee County School Board

By: _____

"Approved as to Form and Sufficiency

BY _____
Leonard J. Dietzen, III

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AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2019, between the Suwannee County School Board (SCSB) and Genoa, a QoL Healthcare Company, LLC. (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

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

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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 For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein.

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

**Suwannee County School Board
1729 Walker Avenue, SW, Suite 200
Live Oak, Florida 32064**

**Genoa, a QoL Healthcare Company
439 SW Michigan Street, Room 12
Lake City, FL 32025**

**Genoa, a QoL Healthcare Company
4300 SW 13th Street, Room 27
Gainesville, FL 32608-4006**

By: _____
**Ted L. Roush
Superintendent of Schools**

By: _____
**VP of Operations,
Eastern Division**

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

"Approved as to Form and Sufficiency
BY _____

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

EXHIBIT A

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

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

SCHOOL AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the "Agreement") is made as of this July 1, 2019 by and between Suwannee County School Board (SCSB) hereinafter referred to as "School" and Notami Hospitals of Florida, Inc. 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

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.

- (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);

- (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, 2019 and ending on June 30, 2020.

(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
1729 Walker Avenue, SW, Suite 200
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: Mary Keen, 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.

For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT D which is incorporated by reference herein.

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THE PARTIES HERETO have executed this Agreement as of the day and year first above written.

Suwannee County School Board

By: Ed daSilva

Title: Chairman, Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____

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

Suwannee County School Board

By: Ted L. Roush

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.

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:

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- 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 C/OID	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: _____

EXHIBIT D
Public Records Law Requirements
under Chapter 119.0701, Florida Statutes (2018)

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2019, 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 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 For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein.

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

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

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

By: _____
Ted L. Roush
Superintendent of Schools

By: _____

By: _____
Ed daSilva, Chairman
Suwannee County School Board

By: _____

"Approved as to Form and Sufficiency

BY _____

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

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

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

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AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2019, 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;

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- 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.

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- 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.

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- 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.
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- 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.

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- 12.1 For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein.

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

**Suwannee County School Board
1729 Walker Avenue, SW, Suite 200
Live Oak, Florida 32064**

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

By: _____
**Ted L. Roush
Superintendent of Schools**

By: _____

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

By: _____

"Approved as to Form and Sufficiency

BY _____

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

EXHIBIT A

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

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

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2019, 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;

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Section 1. Duties of Pharmacy Technology Program Director

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- 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.
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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

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- 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.
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- 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.
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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.

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- 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.

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- 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.

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- 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 For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein.

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

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

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

By: _____
Ted L. Roush
Superintendent of Schools

By: _____

By: _____
Ed daSilva, Chairman
Suwannee County School Board

By: _____

"Approved as to Form and Sufficiency

BY _____

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

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under Chapter 119.0701, Florida Statutes (2018)**

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

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

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

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

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

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

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

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2019, 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 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.
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- 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.

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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.

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- 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.

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

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

By: _____
 Ted L. Roush
 Superintendent of Schools

By: _____

By: _____
 Ed daSilva, Chairman
 Suwannee County School Board

By: _____

"Approved as to Form and Sufficiency

BY _____

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 Suwannee School Board Attorney"

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AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2019, 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,

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

By: _____
**Ted L. Roush
Superintendent of Schools**

By: _____

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- 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.

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- 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 For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein.

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

**Suwannee County School Board
1729 Walker Avenue, SW, Suite 200
Live Oak, Florida 32064**

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

By: _____
Ted L. Roush
Superintendent of Schools

By: _____

By: _____
Ed daSilva, Chairman
Suwannee County School Board

By: _____

"Approved as to Form and Sufficiency

BY _____

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

EXHIBIT A

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

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2019, between the Suwannee County School Board (SCSB) and Doctor's Memorial Hospital Inc., Perry, FL (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College, (RTC), operates a Surgical Technology program for qualified students preparing to be Surgical Technologist; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Surgical 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 Surgical Technology Program Director

- 1.1 The Program Director shall design and coordinate a clinical rotation program at the Clinical Site, in cooperation with the Administration at the Clinical Site.
- 1.2 RTC shall provide to the Clinical Site, not less that 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 Surgical 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 Suwannee Hamilton Technical Center 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 Surgical 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 Surgical Technology.
- 2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, cafeteria, conference rooms, dressing rooms and/or locker or closet spaces, as necessary and available.
- 2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures established by Association of Surgical Technicians, 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 Surgical 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 Surgical 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.
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- (a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;

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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 patents or personnel is not, in the opinion of the Clinical Site, in accordance with acceptable standards of performance.
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- 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.
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- 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.

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For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein.

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

**Suwannee County School Board
1729 Walker Avenue, SW, Suite 200
Live Oak, Florida 32064**

**Doctor's Memorial Hospital Inc.
333 N. Byron Butler Pkwy
Perry, Florida 32347**

By: _____
Ted L. Roush
Superintendent of Schools

By: _____

By: _____
Ed daSilva, Chairman
Suwannee County School Board

By: _____

"Approved as to Form and Sufficiency

BY _____

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

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

AFFILIATION AGREEMENT

This Agreement is entered into on July 1, 2019, between the Suwannee County School Board (SCSB) and Lake City Surgery Center, LLC, Lake City, FL (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Surgical Technology program for qualified students preparing to be Surgical Technologist; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Surgical 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:

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- 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.
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- 3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.
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In Witness Whereof, this Agreement is executed as of the day and year first above written.

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

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

By: _____
Ted L. Roush
Superintendent of Schools

By: _____

By: _____
Ed daSilva, Chairman
Suwannee County School Board

By: _____

"Approved as to Form and Sufficiency

BY _____

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

EXHIBIT A

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

SCHOOL AFFILIATION AGREEMENT

This Agreement is made and entered into as of July 1, 2019, by and between Suwannee County School Board ("School") 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 a Certificate Degree/Program in the field of Surgical Technology; 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.

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 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.

7. 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. The 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.

8. Term; Termination.

(a) The initial term of this Agreement shall be one (1) year, commencing July 1, 2019. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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
1729 Walker Avenue, SW, Suite 200
Live Oak, FL 32064
Attention: Ted L. Roush

With copy to School: RIVEROAK Technical College
415 SW Pinewood Drive
Live Oak, FL 32064
Attention: Mary Keen

With copy to: Leonard J. Dietzen, III
Rumberger, Kirk and Caldwell, P.A.
101 North Monroe Street, Suite 120
Tallahassee, FL 32301

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

16. HIPAA Requirements

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.

17. 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.

18. 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.

19. Public Records

For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT C which is incorporated by reference herein.

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

ATTEST:

SUWANNEE COUNTY SCHOOL BOARD:

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

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

By: _____
Print Name: Ted L. Roush
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: _____

EXHIBIT C
Public Records Law Requirements
under Chapter 119.0701, Florida Statutes (2018)

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

Madison County Memorial Hospital

This Agreement begins on July 1, 2019, between the Suwannee County School Board (SCSB) and Madison County Memorial Hospital (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Phlebotomy Program for qualified students preparing to be Licensed Phlebotomist; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Phlebotomy 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, 2019 through June 30, 2020; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.
4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

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

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Phlebotomy 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.
2. Each party agrees to hold each other harmless. Each party agrees, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other party and the results thereof.

VII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein.

VIII. GOVERNING LAW AND VENUE

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

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

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

**Madison County Memorial Hospital
224 NW Crane Avenue
Madison, FL 32340**

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

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

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

and

**SOLARIS HEALTHCARE LAKE CITY, LLC
Lake City, Florida**

This Agreement commences on July 1, 2019, between the Suwannee County School Board (SCSB) and Solaris HealthCare Lake City, Lake City, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Commercial Foods and Culinary Arts Program and Dietetic Management and Supervision Program for qualified students preparing to be Commercial Food and Culinary Managers and Dietary Managers; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Commercial Food and Culinary Arts students and Dietetic Management and Supervision 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, 2019 through June 30, 2020; 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 Culinary Arts and Dietetic Management and Supervision programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Culinary Arts and Dietetic Management and Supervision 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

For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein.

VIII. GOVERNING LAW AND VENUE

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

IX. RELEASE OF STUDENT RECORDS

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

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: _____
Ted L. Roush
Superintendent of Schools

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

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

**Solaris HealthCare Lake City
560 SW McFarlane Ave
Lake City, FL 32025
386-758-4777**

BY: _____ DATE: _____
TITLE: _____

Suwannee County School Board Approved on _____.

EXHIBIT A

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

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

SUWANNEE COUNTY SCHOOL BOARD

**PROFESSIONAL/TECHNICAL
SERVICES AGREEMENT**

This AGREEMENT is made commencing on July 1, 2019, 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.

- (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, 2019 and ending June 30, 2020, 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 1(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 Ted L. Roush, Superintendent
1729 Walker Avenue, SW, Suite 200
Live Oak, FL 32064

Copy to: Mr. Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell
Attorney for Suwannee County School Board
101 North Monroe Street, Suite 120
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

For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT C which is incorporated by reference herein.

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.

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

Ted L. Roush, Superintendent of Schools

Date

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

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, 2019 and shall terminate June 30, 2020.
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:

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 RTC 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.

EXHIBIT C
Public Records Law Requirements
under Chapter 119.0701, Florida Statutes (2018)

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

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

The purpose of this affiliation agreement is to guide and direct a working relationship between the State of Florida, Department of Health, Suwannee County Health Department, hereinafter referred to as the DEPARTMENT and Suwannee County School Board through RIVEROAK Technical College, an institution providing health care profession education, hereinafter referred to as the SCHOOL, for the provision of learning opportunities for health care profession students.

RECITALS

The SCHOOL agrees:

1. To provide competent faculty for the planning and implementation of instruction, teaching, guidance, supervision, and evaluation of health care profession students, and to be responsible for the education program, academic affairs, and assessment of the students.
2. To work in accordance with all DEPARTMENT procedures, policies, protocols, rules and regulations in carrying out the relationship described herein and in making plans for the observation of and/or practice in health care at DEPARTMENT facilities.
3. To provide or assure that students have the necessary, required, and appropriate books, periodicals and teaching materials for SCHOOL's educational program.
4. To submit to the DEPARTMENT a schedule indicating the number and names of students who will be participating in an internship under this agreement and the names of the faculty members who will be indirectly supervising students during the students' rotation at DEPARTMENT facilities.
5. To plan student assignments in consultation with a representative of the DEPARTMENT.
6. To designate a contact person for evaluation and scheduling of student rotations and facilitation of communication between the parties.
7. To provide direct supervision of students whenever students are at DEPARTMENT facilities or provide indirect supervision of students engaged in a mutually agreeable practicum experience with a preceptor at the DEPARTMENT. Pursuant to this Agreement, students will only be assigned to mutually agreeable practicum experiences.
8. To initiate and/or participate in group conferences, as requested by DEPARTMENT at mutually agreed upon times, with a designee of the DEPARTMENT for the purpose of discussing objectives of the learning experiences and student performance in caring for patients.
9. To ensure that general and professional liability insurance insuring the SCHOOL, its employees, and its students who will be in training under this agreement, with limits of liability coverage in the

amount of not less than Two Hundred Thousand Dollars (\$200,000) per claimant and Three Hundred Thousand Dollars (\$300,000) per occurrence, is obtained and maintained throughout the term of this agreement and any renewal thereof. It is a material term of this agreement and necessary that the SCHOOL, its employees, and its students who will be participating under this agreement are covered under a general and professional liability policy with the abovementioned limits. However, it is not necessary that the SCHOOL, its employees, and its students who will be participating under this agreement are all covered under the same policy. As evidence of such coverage, the SCHOOL shall furnish to the DEPARTMENT applicable certificates of insurance sufficient to demonstrate full satisfaction of the requirements of this paragraph prior to students beginning their internship under this agreement and annually thereafter. SCHOOL shall immediately inform DEPARTMENT of any lapses or changes to coverages that would bring SCHOOL out of compliance with this paragraph. Failure of the SCHOOL to ensure that such coverage is obtained and maintained shall be grounds for immediate termination of this agreement. If the SCHOOL is a public college or university in Florida, the SCHOOL may be self-insured through the State Risk Management Trust Fund, established pursuant to section 284.30, Florida Statutes, and administered by the State of Florida, Department of Financial Services, or may be otherwise insured pursuant to the provisions of section 1004.24, Florida Statutes.

10. To be fully responsible for its acts of negligence, or its agents'/students' acts of negligence when acting within the scope of their employment, education or agency, and agrees to be liable for any damages resulting from said negligence.

11. Unless SCHOOL is a state agency or subdivision under section 768.28, Florida Statutes, or otherwise protected by sovereign immunity under its respective state law, to be liable for and indemnify, defend, and hold harmless the DEPARTMENT and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the SCHOOL, its agents, students, or employees during the performance or operation of this Agreement or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property. Nothing herein is intended to serve as a waiver of sovereign immunity by any school to whom sovereign immunity may be applicable nor consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

12. To assure that students maintain confidentiality of all data, files, and client records related to the services provided pursuant to this agreement and comply with state and federal laws, including, but not limited to, section 456.057, Florida Statutes, and 45 Code of Federal Regulations Parts 160, 162 and 164. The SCHOOL will take steps to assure students' compliance with any applicable professional standards of practice with respect to patient confidentiality. Procedures will be implemented by the SCHOOL to require students to comply with the protection and confidentiality requirements outlined in the Department of Health Information Security Policies, Protocols, and Procedures, as amended, and Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), which are incorporated herein by reference. The SCHOOL assures that students have been trained in all aspects of ethical standards pertaining to confidentiality issues and privacy rights including federal Privacy Rules and applicable state confidentiality laws. Solely for the purpose of defining students' roles in relation to the use and disclosure of the DEPARTMENT'S protected health information, the students are defined as members of the DEPARTMENT'S workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this agreement. However, students are not and shall not be considered employees of the DEPARTMENT. This paragraph is not applicable to any students who do not access any confidential information.

13. To keep and maintain public records in accordance with the provisions of Chapter 119, Florida Statutes, including all public records required by the DEPARTMENT to perform the services entailed in this agreement, and to provide the public with access to such public records on the same terms and conditions that the DEPARTMENT would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law; to ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the term of the agreement, including all renewals, and following completion of the agreement if SCHOOL does not transfer the records to DEPARTMENT; to meet all requirements for retaining public records as set forth in law and DEPARTMENT's retention schedules; and, upon completion of the contract, to transfer to the DEPARTMENT, at no cost to DEPARTMENT, all public records in possession of the SCHOOL and to destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT.

If the SCHOOL has questions regarding the application of Chapter 119, Florida Statutes, to the SCHOOL's duty to provide public records relating to this contract, contact the custodian of public records at (850)245-4005, PublicRecordsRequest@flhealth.gov or 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399.

14. To assure that all students are background screened and meet the Level 2 screening requirements of section 435.04, Florida Statutes, prior to students beginning their internship at the DEPARTMENT. The SCHOOL agrees to take steps to assure that students, and any SCHOOL personnel that accompany students or have access to DEPARTMENT's confidential records, inform the DEPARTMENT's designated contact person immediately if an arrest is made or a court disposition is entered for any disqualifying offense while participating in this internship. The DEPARTMENT will immediately remove the student from the internship program, or the personnel from further involvement in the program or access to records, if DEPARTMENT determines, in its sole discretion, that continued involvement of that student or personnel would violate the requirements of section 435.04, Florida Statutes, or would otherwise pose a risk to health or safety of any individual(s) or the public. The DEPARTMENT shall not be responsible for any costs associated with this paragraph.

The DEPARTMENT agrees:

1. To provide health care profession students accepted into this internship program access to a planned supervised program of internship experience for the area(s) of practice/study mutually agreed upon by the parties.
2. To provide designated staff members as internship supervisors for students, but such supervisors will not substitute for or diminish the requirement that SCHOOL provide faculty supervision as set forth above.
3. To designate a contact person for evaluation and scheduling of student rotations and facilitation of communication between the parties.

4. To make available to the faculty and students of the SCHOOL the DEPARTMENT facilities as agreed upon by both designated contact persons.
5. To retain overall responsibility for the quantity and quality of patient care in DEPARTMENT facilities.
6. To give SCHOOL five days' notice prior to removing from the internship program any students not comporting themselves in accordance with the procedures, protocols, regulations, rules, or statutes governing the DEPARTMENT unless DEPARTMENT deems immediate removal necessary, which such removal and determination of immediate necessity shall be at the sole discretion of the DEPARTMENT.
7. To provide as available the physical facilities, equipment, supplies, and patients to supplement an educational program in accordance with the objective of providing an internship experience to health care profession students. Notwithstanding the foregoing, the DEPARTMENT may, at its discretion, temporarily remove access to facilities, equipment, supplies, and patients in the interest of the health or safety of patients, employees, students, or other interns.
8. The DEPARTMENT, a state agency or subdivision, is self-insured through the State Risk Management Trust Fund, established pursuant to section 284.30, Florida Statutes, and administered by the State of Florida, Department of Financial Services. The DEPARTMENT certifies that it maintains, and agrees to continue to maintain during the term this agreement, general and professional liability protection coverage through the State Risk Management Trust Fund, and that this protection extends to the Department of Health, its officers, employees, and agents, and covers statutory liability exposure to the limitations described in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to whom sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties. The DEPARTMENT cannot insure or indemnify the SCHOOL, its officers, employees, students, and agents, or any third parties.

General Terms.

1. Independent Contractor. No relationship of employer/employee, principal/agent, or other association shall be created by this agreement between the parties or their directors, officers, agents, students or employees. Students shall, at all times, be considered "independent" and shall, under no circumstances, be considered employees of the DEPARTMENT. The parties agree that they will never act or represent that they are acting as an agent of the other or incur any obligations on the part of the other party.
2. Remedies; Limitations of Liability. Except for willful misconduct or gross negligence, neither party shall be liable to the other for punitive, exemplary, special, indirect, or consequential damages, including without limitation, lost profits, each party's aggregate liability being limited to the other party's direct damages, and other costs set forth herein. This paragraph may only be interpreted as further limitation of the DEPARTMENT'S exposure; it shall not be interpreted as a waiver of sovereign immunity beyond that stated in section 768.28, Florida Statutes. In addition to the foregoing, the DEPARTMENT shall not be liable to students, faculty, or SCHOOL in the event of exposure to an infectious, environmental, occupational, or other hazard not caused by the willful or negligent conduct of the DEPARTMENT.

3. Notice. When either party to this Agreement desires to give notice to the other, such notice must be in writing, and delivered by (i) United States certified or registered mail, postage prepaid and return receipt requested, (ii) a nationally recognized overnight delivery service, (iii) personal delivery with a written receipt obtained, or (iv) email transmission with confirmation of receipt provided by the recipient via returned email, at the addresses set forth below. Notices shall be effective upon receipt. Presently, the parties designate the following as the respective places for giving notice:

For DEPARTMENT

Name: Kerry S. Waldron
Title: Administrator
Address: 915 Nobles Ferry Road, Live Oak, FL 32060
Telephone: 386-362-2708, ext. 222
(Fax): 386-362-6301
E-mail: kerry.waldron@flhealth.gov

For SCHOOL

Name: Ted L. Roush
Title: Superintendent of Schools
School Name: Suwannee County School Board
Address: 1729 Walker Avenue, SW, Suite 200, Live Oak, FL 32064
Telephone: 386-647-4600
(Fax): 386-364-2635
E-mail: ted.roush@suwannee.k12.fl.us

4. Term and Renewal. Unless terminated earlier as provided herein, the term of this agreement shall be from the latest date of execution by the parties, whichever is later, through July 31, 2020. This agreement may be renewed on a yearly basis for no more than three years or the term of the original contract, whichever period is longer. Any renewal shall be in writing upon mutual agreement and subject to the same terms and conditions as set forth in this initial agreement.

5. Termination. This agreement may be terminated by either party upon no less than 30 calendar days' notice in writing to the other party, with or without cause, unless a lesser time is mutually agreed upon in writing by both parties. Such notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The parties will thereafter work cooperatively to coordinate the termination of the services provided under this agreement.

6. Entire Agreement and Modification. This agreement represents the entire understanding of the parties with respect to the matters covered herein and supersedes all prior and contemporaneous agreements, representations, and discussion, whether oral or written. This agreement may only be altered, amended, or modified in a writing signed by both parties.

7. Jurisdiction and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Florida, without respect to its conflict of laws principles. With respect to any

action arising out of this agreement, the parties accept the exclusive jurisdiction of the state courts in Florida and agree that venue shall lie exclusively in Suwannee County, Florida.

8. Capacity: Each individual signing this agreement on behalf of either party individually warrants that he or she has the full legal power to execute this agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this agreement.

9. Counterparts: This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

10. Cooperation with the Inspector General: SCHOOL acknowledges and understands that it has a duty to and will cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing, pursuant to section 20.055(5), Florida Statutes.

IN WITNESS WHEREOF, the parties approve this agreement and have caused it to be executed by their undersigned officials who are duly authorized.

SUWANNEE COUTNY SCHOOL BOARD

STATE OF FLORIDA
DEPARTMENT OF HEALTH
SUWANNEE COUNTY HEALTH DEPARTMENT

Signature

Signature

Name: Ed daSilva

Name: _____

Title: Board Chairman

Title: _____

Date: _____

Date: _____

Signature

Name: Ted L. Roush

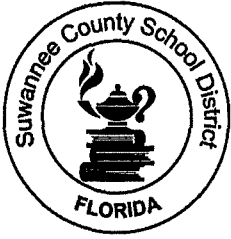
Title: Superintendent of Schools

Date: _____

"Approved as to Form and Sufficiency
BY _____

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

SUWANNEE COUNTY SCHOOL DISTRICT



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

TED L. ROUSH
Superintendent of Schools

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

JERRY TAYLOR
DISTRICT 1

CATHERINE CASON
DISTRICT 2

TIM ALCORN
DISTRICT 3

ED DA SILVA
DISTRICT 4

RONALD WHITE
DISTRICT 5

LEONARD J. DIETZEN, III
BOARD ATTORNEY


MEMORANDUM

TO: Ted L. Roush, Superintendent of Schools
FROM: Walter Boatright, Director of Human Resources *WBR*
DATE: May 2, 2019
RE: Human Resources Transactions for May 28, 2019 Regular Meeting

RECOMMENDATION:

Pursuant to Section 1012.27 (1A) (1B), *Florida Statutes*, the Superintendent hereby submits the following written personnel recommendations.

SUWANNEE COUNTY SCHOOL BOARD
Human Resources Transactions
May 28, 2019

TO: District School Board of Suwannee County
FROM: 
Ted L. Roush, Superintendent of Schools

Pursuant to Section 1012.27 (1A) (1B), Florida Statutes, I hereby submit the following written personnel recommendations.

RECOMMENDATIONS FOR THE 2018-2019 SCHOOL YEAR:

RETIREMENT: INSTRUCTIONAL:

Suwannee Middle School:
Mirian Venero, Teacher, effective June 3, 2019

RESIGNATIONS: INSTRUCTIONAL:
(Revised from April 23, 2019)
Branford High School:
Danelle Bradow, Teacher, effective July 31, 2019

Student Services:
Brittany Busby, Speech-Language Pathologist, effective June 3, 2019

Suwannee Elementary School:
Ashley Threm, Teacher, June 3, 2019

Suwannee High School:
Roger Sumner, Teacher, June 3, 2019

Suwannee Middle School:
Alexi Wilson, Teacher, June 3, 2019

RETIREMENT: NON-INSTRUCTIONAL/SCHOOL RELATED:

Suwannee Elementary School:
Nellie L. Pate, Paraprofessional, effective March 1, 2019

RESIGNATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Transportation:
Joel Hallman, Mechanic, effective May 30, 2019
Devon Kearney, Bus Attendant, effective May 1, 2019

RECOMMENDATION: INSTRUCTIONAL:

RIVEROAK Technical College:

Suzanne Wilson, Patient Care Technician Instructor, non-certificated, effective May 13, 2019

REPLACES: M^{rs} Alice Julius

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

Suwannee Elementary School:

Danielle Gay, Teacher, September 6, 2017 through September 7, 2017, October 11, 2017, March 2, 2018, March 26, 2018, and March 7, 2019, for a total of 39.25 hours.

Suwannee High School:

Kimberly Boatright, Teacher, May 9, 2019 through May 10, 2019, for a total of 14.50 hours.

Suwannee Middle School:

Rebecca Monroe, Teacher, March 18, 2019, for a total of 3.50 hours.

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Suwannee Middle School:

Melissa Carter, Custodian, effective April 29, 2019

REPLACES: Chanda Johnson

Transportation:

Amanda Register, Bus Driver, effective April 22, 2019

REPLACES: Devon Kearney

Vadarian Robinson, Bus Driver, effective May 7, 2019

REPLACES: Samantha Kaczmarek

SUPPLEMENTARY:

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>REPLACES</u>
Joshua McInnis	Head JV Baseball Coach	BHS	Fred O'Quinn

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

RIVEROAK Technical College:

Robert George, Custodian, April 23, 2019, for a total of 4.50 hours.

Suwannee High School:

Brandy Allen, Paraprofessional, May 8, 2019 through May 9, 2019, for a total of 14.50 hours.

Suwannee Middle School:

Theresa Owens, Paraprofessional, January 18, 2019, for a total of 7.25 hours.

LEAVE OF ABSENCE (MATERNITY LEAVE):

Branford High School:

Erica Daies, Custodian, tentatively March 15, 2019 through June 10, 2019, without pay, with the option of returning sooner if released by the doctor.

LEAVE OF ABSENCE (FAMILY AND MEDICAL LEAVE):

Facilities:

Levi McCall, Groundskeeper, tentatively April 29, 2019 through May 20, 2019, without pay, with the option of returning sooner if released by the doctor.

Suwannee Intermediate School:

Timothy Rickett, Custodian, tentatively May 2, 2019 through June 17, 2019, without pay, with the option of returning sooner if released by the doctor.

Transportation:

Leon Kaczmarek, Bus Driver, tentatively April 29, 2019 through May 29, 2019, without pay, with the option of returning sooner if released by the doctor.

Nisa Smith Carlisle, Bus Driver, tentatively March 26, 2019, March 28, 2019 through March 29, 2019, April 3, 2019, April 10, 2019 through April 12, 2019 and April 22, 2019, with option of returning sooner if released by doctor.

LEAVE OF ABSENCE (MEDICAL LEAVE):

Branford Elementary School:

Deborah Yates, Paraprofessional, tentatively April 24, 2019 through April 29, 2019, without pay, with the option of returning sooner if released by the doctor.

MISCELLANEOUS:

Approval for Alan Bonds to work up to 200 additional hours for administrative transition at Suwannee Middle School.

Approval for Leah Harrell to work up to 20 additional hours for assistance in testing administration and processing at Suwannee Intermediate School.

SUSPENSION:

Suwannee High School:

Yvette Perez, Migrant Paraprofessional, effective April 25, 2019 through April 26, 2019, with pay, April 29, 2019 through April 30, 2019, without pay.

STUDENT WORKER:

RIVEROAK Technical College:

Josefina Macario Garcia, Early Childhood Education/My Play School

SUBSTITUTES:

The following to serve as a Substitute Bus Driver:
Haddie Mann

The following to serve as Substitute Bus Attendant:
Kimberly Harnage

SUMMER TERM 2018-2019:

RECOMMENDATIONS: INSTRUCTIONAL:

Branford Elementary School:

Amy Allen, Teacher, ESE/ESY
Daniel Taylor, Teacher, ESE/ESY, alternate

Suwannee Elementary School:

Jennifer Hitt, Teacher, Summer Reading Camp
Angela Hester, Teacher, Summer Reading Camp
Melissa McKire, Teacher, Summer Reading Camp
Danielle Ovando, Teacher, Summer Reading Camp
Ona Robertson, Teacher, Summer Reading Camp, alternate

Suwannee High School:

Frank Allen, Teacher, Credit Recovery
Kary Black, Teacher, Credit Recovery
Isaac Chandler, Teacher, Credit Recovery
Perry Davis, Teacher, Driver Education
Glen Green, Teacher, Driver Education
Traci Green, Teacher, Credit Recovery

Suwannee Intermediate School:

Hannah Johnson, Teacher, ESE/ESY
Rebecca Monroe, Teacher, ESE/ESY, alternate
Danielle Ovando, Teacher, ESE/ESY, alternate

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford Elementary School:

Brenda Raulerson, Paraprofessional, ESE/ESY

The following Summer Day Laborers:

Facilities Department:

Christopher Boots	Wade Hopper	Austin Murray
Bevan Brock	Joshua Hunt	John Sinclair
Ian Cashmore	Jace Kelly	Logan Sullivan
Spencer Crain	Hunter Merola	Larson Zimmerman

Food Service:

Susana Beltres, Food Service Worker, alternate
Teresa Brannan, Food Service Worker
Toni Vargas-Garcia, Food Service Worker
Katrina Johnson, Food Service Manager
Wendy Jones, Food Service Worker
Janice Lee, Food Service Manager
Amoreena Miller, Food Service Monitor
Uriel Perez, Food Service Worker, alternate
Gloria Presley, Food Service Worker
Debbie Rogers, Food Service Worker

Student Services:

Tresca Anderson, Paraprofessional, Migrant Program, ESE/ESY, alternate
Laritta Hunter, Paraprofessional, Migrant Program, ESE/ESY, alternate
Jessica Melgar, Paraprofessional, Migrant Program
Hanna Moreno, Paraprofessional, Migrant Program
Amanda Bartley-Ramirez, Migrant Program, ESE/ESY, alternate
Naela Salazar, Paraprofessional, Migrant Program
Elizabeth Smith, Paraprofessional, Migrant Program
Barbara Tucker, Migrant Program, ESE/ESY, alternate

Suwannee High School:

Carla Blalock, Paraprofessional, Credit Recovery
Stephanie Eady, Paraprofessional, Credit Recovery

Suwannee Primary School:

Nahjawan Dukes, Paraprofessional, ESE/ESY
Mike Herring, Paraprofessional, ESE/ESY
Michele Howard, School Nurse, ESE/ESY
Catherine Melton, Paraprofessional, ESE/ESY
Patricia Nixon, School Nurse, ESE/ESY

Transportation:

Tyrone Ansley, Summer Day Laborer
Sharon Bass, Summer ESE/ESY Bus Driver
Dorie Bingemann, Summer ESE/ESY Bus Driver
Christopher Dean, Summer Day Laborer
Debbie Hill, Summer ESE/ESY Bus Attendant
Inez Williams, Summer ESE/ESY Bus Attendant

MISCELLANEOUS:

District Wide/21st Century:

The following to work as teachers or paraprofessionals in the 21st Century Program District wide summer program:

Jennifer Bonds	Jenny Clark	Robyne Edwards	Rhonda Furry
Crystal Gill	Staci Greaves	Julie Griswold	Tina Hayes
Angie Hester	Rhoshonda Herring	Jennifer Hitt	Victoria Jensen
Traci Kirby	Amanda Kiser	Julie Klecka	June Lane

Heather Marshall
Denah Phillips
Carla Suggs

Janice McCall
Mandy Ramsey
Tanya Crain

Jennifer McMillan
Susan Ratliff
Teresa Conger

Janell Miracle
Tralene Sasso
Lesley Fry

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

VOLUNTEERS:

Tony Abbott
Gloria Arroyo
Marla Clark
Christina Crace
Carl Craig
Ethan Creech
Christy Curtis
Justin Dasher
Kylie Dasher
Tiffany Dear
Roxanne Duffy
Christopher Durden
Amanda Egan
Billie Freeman, Jr.
Jessica Hosford
Claire Jolicoeur

Myra Jones
Dan Lack
Margaret Lewis
Shawn Lewis
Idalberto Lopez
Yordalis Lopez
Natalie Manna
Yolanda Mayorga Diaz
Felicia Meadows
Shelda Moulton
Jennifer Neely
Michael Nettles
Katelynn Neveils
Robert Nicholson, Jr.
James Noe
Tasha Noe

Traci Osborn
Wesley Osgood
Kenneth Parsons
Kaily Phillips
Julissa Ramos
Patricia Sapp
Leslie Smith
Branden Smith
Maria Smith
Jorge Torres
Nadia Torres
Nyomi Torres
Ashley Waters
Linda White

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

RECOMMENDATIONS FOR THE 2019-2020 SCHOOL YEAR:

RECOMMENDATION: ADMINISTRATIVE:

Suwannee Middle School:

Thomas Abercrombie, Assistant Principal, effective July 1, 2019

REPLACES: Laura Williams

RECOMMENDATION: NON-INSTRUCTIONAL/SCHOOL RELATED:

Suwannee Middle School:

Linda Strait, School Secretary, effective July 1, 2019

REPLACES: Evelyn Aue

LEAVE OF ABSENCE (MATERNITY LEAVE):**Branford High School:**

Laura Merritt, Teacher, tentatively August 5, 2019 through June 1, 2020, with the option of returning sooner.

LEAVE OF ABSENCE (FAMILY AND MEDICAL LEAVE):**Transportation:**

Leon Kaczmarek, Bus Driver, tentatively August 12, 2019 through October 7, 2019, without pay, with the option of returning sooner if released by the doctor.

SUPPLEMENTARY:

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>REPLACES</u>
Malcolm Pollock	Varsity Boys' Basketball Coach	SHS	Jeremy Ulmer

CONTRACT RECOMMENDATIONS:**ANNUAL INSTRUCTIONAL CONTRACTS:**

	<u>TERM</u>
<u>Suwannee Elementary School:</u>	
Jennifer Hitt	10
<u>Suwannee High School:</u>	
Elisa Hall	10
Jenny Lang	10
<u>Suwannee Intermediate School:</u>	
Keith Cherry	10
Michelle Jessup	10
Deadre Jolicoeur	10
<u>Suwannee Middle School:</u>	
Kim Cohen	11
Samantha Land	10
Patrice Parker	10
Susan Ratliff	10
<u>Suwannee Primary School:</u>	
Jessica Anderson	10
Jenny McCook	10

Professional Service Contract (Renewal):

Branford Elementary School:

Kimberly Procko

10

RIVEROAK Technical College:

Theresa Gill

10

**End of List
2019-2020
School Year**

SUWANNEE COUNTY SCHOOL DISTRICT

Student Conduct and Discipline Code 2019-2020

Branford Elementary School
Branford High School
Suwannee Primary School
Suwannee Elementary School
Suwannee Intermediate School
Suwannee Middle School
Suwannee High School
Suwannee Virtual School

Ted L. Roush
Superintendent of Schools

Suwannee County School Board

Jerry Taylor – District 1

Catherine Cason – District 2

Tim Alcorn – District 3

Ed daSilva – District 4

Ronald White – District 5

School Principals

Branford Elementary School – Deidre McManaway

Branford High School – Terry Huddleston

Suwannee Primary School – Marsha Tedder

Suwannee Elementary School – Amy Boggus

Suwannee Intermediate School – Jennifer Beach

Suwannee Middle School – Laura Williams

Suwannee High School – Ronnie Gray

RIVEROAK Technical College – Mary Keen

Suwannee Virtual School – Angie Stuckey

*Student Conduct and Discipline Code
adopted by the School Board May 2019*

DISTRICT WEBSITE

www.suwannee.k12.fl.us

(Link to FOCUS to check student grades and attendance online.)

Please complete and return this form to the school within 10 days.

Student's Full Name (Please Print) _____ School _____ Grade Level _____

2019-2020 PARENT AND STUDENT NOTIFICATION

The Suwannee County School District's Student Conduct and Discipline Code guide for Pre-K through grade 12 has been developed to help your son/daughter gain the greatest possible benefit from his/her school experience. Parents/guardians have the responsibility for the actions of their children and should be involved in their children's education. Parents/guardians should take special notice of the attendance and tardy sections of this Code as well as the suspension and expulsion provisions. Please note the attendance policies and their effect on other policies, such as sports eligibility, compulsory school age, and driving privileges. Parents/guardians should also take special note of information in Section II, entitled "Public Notice," which includes, but is not limited to, your child's educational records, the release of directory information (i.e., Armed Forces) and possible participation in student surveys (i.e., Florida Youth Substance Abuse Survey).

The school is in need of your help and cooperation. When you have read and discussed the Student Conduct and Discipline Code with your son/daughter, sign this sheet, **remove it from the booklet**, and **return it to the school**. This form will be kept in your son's/daughter's curriculum folder for the current school year.

The Suwannee County School District (SCSD) is not responsible for the supervision of students on school grounds until 30 minutes prior to the start of the regular school day or a scheduled event, or beyond 30 minutes after the regular school day or scheduled event. Please refer to your school's beginning and ending hours and arrange for supervision of your child accordingly. [1003.31, Florida Statutes]

Failure to return this acknowledgement will not relieve a student, or the parent/guardian of the student, from responsibility for knowledge of the contents of the Student Conduct and Discipline Code and will not excuse non-compliance by the student of the Student Conduct and Discipline Code.

A copy of the Student Conduct and Discipline Code guide has been received. Please mark your decisions in the two permission areas below and return a copy of the form to your child's school.

Permission 1: Parent Release

- ☐ **Option 1:** I, as parent/guardian of a student enrolled in a SCSD school, hereby give SCSD my consent and permission to:
- 1) Record said student's participation and appearance on video tape, audio tape, film, photograph, or any other medium; 2) Use said student's name, likeness, voice, and biographical material in connection with these records; and 3) To exhibit or distribute such recording in whole or in part without restrictions or limitation for any educational or promotional purpose which the SCSD, and those acting pursuant to its authority, deem appropriate. It is specifically understood that the recording may be submitted for use by a school or district newsletter, the local press, the school, or district cable television programming, and the school or district website. I expressly agree and give permission to allow the use of said media in all forms without any royalties, commissions, or other remuneration due to me or any other party, or parties associated with this production.

I expressly release and discharge the SCSD from any and all liability that may arise from the use of said media in this manner. Furthermore, I expressly waive any and all privacy rights that would otherwise have been accorded to these recordings or other media in accordance with §1002.20 and §1002.22 (2004), Florida Statutes.

- ☐ **Option 2:** I do not give permission for any of the Parent Release information noted in Option 1 of this area.

* Photos will be taken of each student for internal use only.

Permission 2: Corporal Punishment Consent

Suwannee County School District's Student Conduct and Discipline Code defines corporal punishment as the moderate use of paddling in front of a witness by a principal/administrator that may be necessary to maintain discipline or to enforce school rules. Parents may opt to not permit corporal punishment as a disciplinary intervention by checking below. Please indicate your decision regarding corporal punishment for your child by signing and returning this form. [§§1002.20, 1003.01, and 1003.32, Florida Statutes]

The school may use corporal punishment with my child.

☐ Yes ☐ No

Signatures below indicate permission for areas checked above.

Parent/Guardian _____ Date _____

Student _____ Date _____

Witness OR School Administrator _____ Date _____

Witnesses required; must be at least 18 years of age, cannot be a current student.

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SECTION I: RIGHTS AND RESPONSIBILITIES

STUDENT RIGHTS

Students attending Suwannee County Public Schools have the right to a free and appropriate education, which includes the right to equal educational opportunities without regard to race, national origin, sex, disability, or marital status. Students are also vested with other fundamental expectations.

1. Students should be informed of the Suwannee County School District (SCSD) policies and rules of the Student Conduct and Discipline Code.
2. Students should expect a safe and orderly environment in which to learn, have property respected, and to protect self and property against injury attempted by another.
3. Students should know about and use school guidance services.
4. Students should be treated with dignity and respect by other students, school personnel, and campus visitors.
5. Students should expect reasonable and fair treatment and have rules enforced without discrimination.
6. Students should be protected by laws prohibiting the release of personally identifiable information, other than directory information, to any unauthorized party without the consent of parents/guardians, or students 18 years of age or older.
7. Students should have free bus transportation as allowable by law.
8. Students should be notified of failure or the potential for failure as outlined in the progress reporting schedule.
9. Students should receive an academic program that promotes high student performance and is delivered by competent teachers in an atmosphere free from bias and prejudice.
10. Students should be able to express viewpoints responsibly in writing or orally without jeopardizing relations with teachers or school, conduct meetings on school grounds or in school buildings in accordance with school rules and scheduled use of facilities, and organize clubs and groups.
11. Students should have privacy of personal possessions unless appropriate school personnel have reasonable cause to believe a student has any object or material which is prohibited by law or School Board.
12. Students should expect student records will be kept safe and private.
13. Students should expect that other students and school personnel respect feelings, rights, their property, and privacy.
14. Students should expect opportunity for hearing upon suspension from school.
15. Upon written request by his or her parent, a student may be excused from standing for or reciting the Pledge of Allegiance.

DAILY CONDUCT CODE [§1003.31(4)(a-g), Florida Statutes]

By enrolling in a public school in Suwannee County, Florida, each student agrees to conduct himself/herself according to the Statute's Daily Conduct Code.

1. Be respectful and obedient at all times.
2. Not hurt another person with my words or my acts.
3. Tell the truth, because it is wrong to tell a lie.
4. Not steal, because it is wrong to take someone else's property.
5. Not cheat or plagiarize the work of others.
6. Respect my body and not take drugs.
7. Show strength and courage, and not do something wrong just because others are doing it.
8. Pledge to be nonviolent and to respect my teachers and fellow classmates.

SCOPE OF AUTHORITY

The **Student Conduct and Discipline Code** applies to all students enrolled in Suwannee County Public Schools. The code is in effect on School Board owned or controlled property and whenever students are under the official supervision of School Board employees, including but not limited to: field trips, extracurricular activities, or while being transported to and from such places either by school bus, approved drivers, or other official means of conveyance.

FAMILY RESPONSIBILITIES

By enrolling a child in a public school in Suwannee County, Florida, each parent/guardian agrees to comply with the essential parental responsibilities including but not limited to this list.

1. A parent should review the contents of the Student Conduct and Discipline Code guide with his/her child.
2. A parent must ensure his/her child lives in the assigned school zone.
3. A parent must ensure the daily attendance of his/her child and promptly report and explain any absences or tardiness from school.

4. A parent should provide his/her child with the resources needed to complete class work.
5. A parent should assist his/her child in being healthy, neat, and clean.
6. A parent must bring to the attention of the school authorities any problem or condition which affects his/her child or other children of the school.
7. A parent must ensure his/her child does not bring inappropriate or contraband items to school.
8. A parent should discuss report card and work assignments with his/her child and monitor student academic progress in the FOCUS system (www.suwannee.k12.fl.us).
9. A parent must ensure that the school has up-to-date home, work, and emergency telephone numbers.
10. A parent must ensure that current emergency health care information regarding his/her child is on file with the school.
11. A parent should communicate with the school (i.e., talk to child's teacher, return requested forms, etc.).

RESPONSIBILITY MAKES A DIFFERENCE

Becoming a responsible adult begins with becoming a responsible student! The following information outlines student responsibilities:

1. Students must adhere to the guidelines set forth in the school handbook and this Student Conduct and Discipline Code.
2. Students should attend all classes daily and be punctual for all school days during the school year and to provide the school with adequate written explanation and appropriate documentation to explain an absence, and request make-up work assignments from teachers upon return to school and complete them within an appropriate length of time.
3. Students should come to class with all necessary materials and be prepared to learn.
4. Students should take advantage of learning opportunities.
5. Students should use guidance services for educational and personal improvement.
6. Students must show respect for and consideration to all individuals and property.
7. Students must report hazardous or dangerous situations to an adult in authority.
8. Students must immediately report illegal activities to appropriate authorities.
9. Students must refrain from bringing inappropriate or contraband items to school.
10. Students must abide by all rules and regulations established by school, teacher, and bus driver.
11. Students should complete all classroom assignments, homework, and projects/reports as outlined by their current classroom teacher(s).
12. Students must refrain from profane or inflammatory statements.
13. Students must conduct themselves in a safe and responsible manner.
14. Students should dress in a neat, clean, and well-groomed manner.
15. Students must take responsibility for his/her own work and actions, and share with their parents/guardians grades and progress reports received relative to their progress in each class.

Note: Students who report any of the above listed activities/information to the appropriate authorities may have their names held in confidence and the District agrees not to release the student's name to any other student.

SECTION II: PUBLIC NOTICE

ACCESS TO STUDENTS AND STUDENT RECORDS BY PARENTS

The parent who registers the student and provides information on the student data registration form will be considered that parent who controls and makes final decisions regarding the student. It is the parent's responsibility to supply the school with any documents that delineate custody issues. When parents are divorced or separated, both parents have full rights to participate in the child's school activities and know what is happening at school unless there is a court document limiting that access. A non-residential parent may have access to student records and information unless a court order prohibits such access. If a court has issued such an order, then the student's parent is responsible for providing the principal with a certified copy of the order. Additionally, the school will not resolve parental disputes regarding a student and/or student record access. Normal school procedures for parent pick-up, eating with a student at school, and attendance at other school activities is permitted by both parents unless there is a court document that prohibits contact or severs parental rights. Schools do not have facilities nor is it appropriate to accommodate parent domestic visitations. If parents approach schools for these visitations, they will be requested to make arrangements for out-of-school visitation after school hours. [§61.13(2)(b)3, Florida Statutes]

CIVILITY POLICY

Employees of SCSD will treat parents and other members of the public with respect and expect the same in return. The District must keep schools and administrative offices free from disruptions and prevent unauthorized persons from entering school/district grounds. Accordingly, this policy promotes civility, mutual respect, and orderly conduct among District employees.

CRISIS PROTOCOL

Providing a safe and secure environment for our students to learn is a top priority of the SCSD. Measures have been taken to ensure our staff and students are prepared in the event a crisis situation occurs in one of our schools. A comprehensive Crisis Management Plan has been created to guide our staff through a wide variety of situations. Fire drills, tornado drills, and lockdowns are practiced at each site to ensure that routines and safety procedures are well established and familiar to all.

Parents – The SCSD requires your cooperation with school and district authorities during a lockdown crisis.

1. Please follow school and/or district directives.
2. Please consult local media for regular updates about the incident. Listen for information updates on local radio and television stations.
3. You may be directed to an off-campus parent staging area for the latest information regarding a campus crisis.
4. Please DO NOT call the school because phone lines will be needed for emergency communication.
5. Please DO NOT call your child's cell phone in order for cell towers to be clear for emergency use.
6. Please DO NOT go to the school if a lockdown situation should occur. Roads will be closed, doors will be locked, and campuses will be off-limits to anyone other than authorized personnel.

Pursuant to Florida Statute 120.54, in the event of an emergency, the Superintendent or the School Board can enact additional rules governing student conduct which shall be enforced as included in this Student Conduct and Discipline Code.

DIRECTORY INFORMATION

The SCSD reserves the right to release "directory information" to the general public without obtaining prior permission from students or parents/guardians. Directory information includes the student's name, gender, parent/guardian names, residential address, telephone number (if listed), date and place of birth, name of most recent previous school or program attended, participation in school sponsored activities and sports, height and weight of athletic team members, dates of school attendance, anticipated graduation date, honors and awards received, and diploma conferred. However, a student or his/her parents may notify the principal of the desire NOT to have directory information released. This notification must be submitted in writing to the principal within 30 days of distribution of the Student Conduct and Discipline Code or 30 days after initial enrollment. Upon notification, this information will not be disclosed except with the consent of a parent/guardian or eligible student, or as otherwise allowed by the Family Educational Rights and Privacy Act. In the absence of written notification to restrict the release of directory information, the school and the SCSD will assume that neither a parent/guardian of a student, nor a student, objects to the release of the designated directory information. The SCSD will routinely publish directory information in conjunction with press releases regarding school activities, honor roll announcements, athletic events, and other such activities. Under provisions of the National Defense Authorization Act and the Elementary and Secondary Education Act (No Child Left Behind), directory information may also be released to law enforcement agencies, other governmental agencies (U.S. Department of Justice, branches of Armed Forces, etc.) and to post-secondary programs to inform students of educational programs available to them. However, directory information shall not be released for commercial use, including among others, mailing lists for solicitation purposes.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

The Family Educational Rights and Privacy Act (FERPA) affords parents/guardians and students over 18 years of age ("eligible students") certain rights with respect to the student's educational records.

1. The right to inspect and review the student's education records within 30 days of the day the District receives a request for access. Parents/guardians or eligible students should submit to the principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The principal will make arrangements for access and notify the parent/guardian or eligible student of the time and place where the records may be inspected. If copies of these records are requested, the first five pages will be provided at no cost. Additional pages will be copied for a charge of 15 cents per page.
2. The right to request the amendment of the student's education records that the parent/guardian or eligible student believes is inaccurate or misleading. Parents/guardians or eligible students may ask the SCSD to amend a record that they believe is inaccurate, misleading, or in violation of the student's privacy rights. When making such a request, a written statement to the principal should clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the District decides not to amend the record as requested by the parent/guardian or eligible student, the District will notify the parent/guardian or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent/guardian or eligible student when notified of the right to a hearing.

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that the FERPA authorizes disclosure without consent. The one exception, which permits disclosure without consent, is disclosure to school officials with a legitimate educational interest. A school official is a person employed by the District as administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the District has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent/guardian or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. Upon request, the District discloses educational records, including record of disciplinary actions, without consent to officials of another school district in which the student intends to enroll. The right to refuse to provide the student's social security number.
4. When requesting basic information from students and parents/guardians, a request will be made for student's social security number under section §1008.386, Florida Statutes. In any case, disclosure of the social security number is voluntary and will be used only as a student identification number in the Information Technology (IT) system maintained by the District.
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the District to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:

Family Policy Compliance Office
U.S. Department of Education
600 Independence Avenue SW
Washington, DC 20202-4605

INSURANCE (Student Accident)

The SCSD recommends that parents/guardians, who do not have accident insurance for their child, purchase school accident insurance for their children Pre-K through grade 12 in the event of an incident on any SCSD property. Please note the type of insurance is accident only, not health insurance. School insurance information is available by calling 1-800-541-8256 or online at <https://www.schoolinsuranceagency.com>.

STATEMENT OF NON-DISCRIMINATION

The Suwannee County School District does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to designated youth groups.

If you wish to file a complaint alleging any violation of this policy, notify:

Malcolm Hines, Equity Coordinator
Suwannee County School District
1729 Walker Avenue, SW, Suite 200
Live Oak, FL 32064
Office: (386) 647-4644 Fax: (386) 364-2635

NOTIFICATION OF COMPLIANCE

The SCSD adheres to a policy of non-discrimination in educational programs/activities and employment and strives to provide equal opportunities for all as required by:

Americans with Disabilities Act Title II – The SCSD prohibits discrimination on the basis of disability in state and local government programs/services.

Child Find – The District has an obligation to identify, locate, and evaluate all children with disabilities.

Civil Rights Act of 1994 TITLE VII – The SCSD prohibits discrimination on the basis of race, color, religion, or national origin.

Florida Civil Rights Act of 1992 – The SCSD secures for all individuals within the state, freedom from discrimination because of sex, national origin, age, disability, pregnancy, or marital status.

Florida Education Equity Act – The SCSD prohibits discrimination on the basis of race, disability or marital status, sex, or national origin against students or employees in any educational program or activity, or in any employment conditions or practices. The supervisor responsible for compliance may be contacted at (386) 647-4644.

Section 504 of the Rehabilitation Act of 1973 – The SCSD prohibits discrimination against the disabled. It is the intent of the District to identify, evaluate, and provide appropriate educational accommodations to these students. Students may be disabled under this policy even though they do not require services pursuant to the Individuals with Disabilities Education Act (IDEA). Students and parents/guardians have a right to due process under Section 504. A copy of parent/guardian rights afforded by Section 504 of the Rehabilitation Act of 1973 is available at all district schools and on the Student Services website. The Director of Student Services is the coordinator of Section 504 activities and may be contacted at (386) 647-4638.

Title IX of Education Amendments of 1972 – This legislation states: No person in the United States shall, on the basis of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance. The SCSD affirmed in 1975 that it is in compliance with the requirements of Title IX and does not discriminate on the basis of sex in the educational programs or activities which it operates. This statement of non-discrimination extends to SCSD employment practices and to admission to school programs. A Title IX complaint is a claim by a person that he or she has been discriminated against on the basis of sex in the programs or activities operated by the SCSD. A person having a Title IX complaint should direct his/her concern to the Director of Human Resources who will either investigate the complaint or refer it to appropriate personnel. Title IX complaints should be addressed to:

Malcolm Hines, Equity Coordinator
Suwannee County School District
1729 Walker Avenue, SW, Suite 200
Live Oak, FL 32064
Office: (386) 647-4644 Fax: (386) 364-2635

NOTIFICATION OF RISK

Be aware that playing or practicing to play/participate in any sport can be dangerous in nature and involve MANY RISKS OF INJURY. It is understood that the dangers and risks of playing or practicing to play/participate in interscholastic sports may result in complete or partial paralysis; brain damage; serious injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the muscular-skeletal system; serious injury to virtually all internal organs; serious injury or impairment to other aspects of the body; and could affect other possible impairments to one's general health and well-being. Understand that the dangers and risks of playing or practicing to play/participate in interscholastic sports may result not only in serious injury, but in a serious impairment of future ability to earn a living; to engage in other business; social and recreational activities; and generally to enjoy life. Because of the dangers of participating in interscholastic sports, it is important to follow and obey coaches' instructions regarding playing techniques, training, and team rules. The best investment that any parent can make is to invest in purchasing school accident insurance.

In consideration of the SCSD permitting tryouts for high/middle school team sports and engaging in all activities related to the team including, but not limited to, trying out, practicing or playing/participating in that sport; all employees, agents, representatives, coaches, and volunteers will be held harmless from any and all liability, actions, causes of actions, debts, claims, or demands of any kind and nature whatsoever which may arise out of or in connection with participation in any activities related to the high/middle school interscholastic sports team. The terms hereof shall serve as a release and assumption of risk for heirs, estates, executors, administrators, assignees, and all family members.

PROTECTION OF PUPIL RIGHTS AMENDMENTS

Local educational agencies receiving funds from the U.S. Department of Education are required by federal law to comply with requirements for the collection and reporting of certain information by means of student surveys, as well as requirements to protect student privacy. The information that must be reported relates to student attitudes and behaviors on topics such as school safety, substance use and the prevalence of risky attitudes or behaviors, particularly with respect to alcohol and drug abuse. In addition, these surveys also collect information on general health practices and human sexuality. Such information is collected by survey anonymously on a sampling basis, and no personally identifiable information is obtained from or reported on any individual student. The District cooperates with other agencies such as the Florida Department of Health in conducting these surveys.

It is the policy of the SCSD to notify parents/guardians of upcoming surveys that reveal information concerning one or more of the following items:

- Political affiliations or beliefs of the student or the student's parent/guardian,
- Mental and psychological problems of the student or the student's family,
- Sexual behavior or attitudes,

- Illegal, anti-social, self-incriminating, or demeaning behavior,
- Critical appraisals of other individuals with whom respondents have close family relationships,
- Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers,
- Religious practices, affiliations, or beliefs of the student or student's parent/guardian, and
- Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

Participation is Voluntary – No student shall be required to participate in such a survey if the parent/guardian/student objects to participation. Prior written parental consent will be obtained before a minor student takes a survey funded by U.S. Department of Education that includes any of the above topics. On all other surveys, parents/guardians will be given the opportunity to opt their child out of participation. Notification to parents/guardians will occur prior to students being given surveys.

Right to Inspect – A parent/guardian/student has the right to inspect any such survey instrument before the survey is administered or distributed to students if a request is made within a reasonable period of time. Parents/guardians further have the right to inspect or review:

- Arrangements that will be made to protect student privacy,
- Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes, and
- Instructional material used as part of the educational curriculum.

Notification of Parents/Guardians – Parents/guardians will be notified of this policy annually, at the beginning of the school year, and within a reasonable period of time if any substantive change is made to this policy. Such notice shall include the specific or approximate dates during the school year when any such survey will be administered.

PUBLIC SAFETY INFORMATION ACT 1997 – SEX OFFENDER/SEXUAL PREDATOR LAWS

Information is available at each school. Contact your local principal.

STUDENT GRIEVANCE PROCEDURES

The SCSD will promptly investigate alleged incidents of harassment or discrimination and appropriate, corrective action will be taken. Any student who alleges harassment or discrimination by another student or SCSD employee shall report the harassment to the building principal, assistant principal(s), guidance counselor(s), or teacher(s). Filing of a complaint or otherwise reporting harassment in good faith will not affect the student's status, extracurricular activities, grade, or any other assignments. However, willfully reporting a false claim of harassment or discrimination in bad faith is illegal and will subject the reporter of the false claim to disciplinary action.

The harassment or discrimination complaint shall be in writing, state the act(s), state the date(s), state the name(s) of witnesses, and shall be signed by the complainant. The right to confidentiality, both of the complainant and of the alleged harasser, will be respected, consistent with the School Board's legal obligations and with the necessity to investigate allegations of misconduct and to take corrective action upon finding evidence of misconduct. Retaliation against any student for alleging harassment or discrimination is strictly forbidden.

STUDENT RECORDS AND REPORTS – RIGHTS OF PRIVACY – NOTIFICATION

In accordance with §1002.22, Florida Statutes, students and their parents/guardians shall have rights of access, rights of challenge, and rights of privacy with respect to student records and reports. Every student shall have a right to privacy with respect to the educational records kept on him or her. Personally identifiable information contained in such records and reports is confidential. These records and reports cannot be released without the written consent of the parent/guardian/student, unless the purpose for the release of such information is consistent with §1002.22(3)(d), Florida Statutes. Such a release of information without consent can be for any reason consistent with that in §1002.22(3)(d), Florida Statutes, including, but not limited to, purposes consistent with interlocal agreements with other agencies.

SUBPOENAS FOR STUDENT RECORDS

Federal and state law requires that school officials comply with court orders and subpoenas from a court of competent jurisdiction for the timely production of student records. If disclosure is made in response to a court order or subpoena, the parent/guardian will be notified, except where the law prohibits said notification. If a parent/guardian objects to the release of these records, an objection to a subpoena for non-party production must be timely filed and/or a protective order must be timely obtained from a court of competent jurisdiction.

SUPERVISION OF STUDENTS BEFORE AND AFTER SCHOOL AND SCHOOL ACTIVITIES

The SCSD is not responsible for the supervision of students on school grounds until 30 minutes prior to the start of the regular school day or a scheduled event or beyond 30 minutes after the regular school day or scheduled event. Please refer to your school's beginning and ending hours and arrange for supervision of your child accordingly. (§1003.31, Florida Statutes)

SECTION III: GUIDELINES GOVERNING STUDENT BEHAVIOR

ACADEMIC ELIGIBILITY REQUIREMENTS FOR PARTICIPATION IN EXTRACURRICULAR ACTIVITIES

All high schools shall be members of the Florida High School Athletic Association (FHSAA) and shall be governed by the bylaws of that organization. These schools shall also follow the requirements for all extracurricular activities as prescribed by Florida law. For further details, refer to the FHSAA Handbook and the Florida Statutes. [§§1003.43(1) and 1006.15, Florida Statutes]

- A. A student not currently suspended from interscholastic or intrascholastic extracurricular activities or suspended or expelled from school pursuant to a district school board's suspension or expulsion powers provided in law, including §§1006.07, 1006.08, and 1006.09, is eligible to participate in interscholastic and intrascholastic extracurricular activities.
- B. A student may not participate in a sport if the student participated in that same sport at another school during that school year, unless the student meets the criteria in § 1006.15 (3)(h).
- C. A student's eligibility to participate in any interscholastic or intrascholastic extracurricular activity may not be affected by any alleged recruiting violation until final disposition of the allegation pursuant to § 1006.20(2)(b).
 1. Attendance – Students must be in attendance all day, at school, in order to participate in extracurricular/after school activities.
 2. Alcohol/Drug – Prohibited acts include a) possessing or consuming alcohol, b) operating a motor vehicle under the influence of alcohol, c) misrepresenting one's age for the purpose of purchasing, possessing, or consuming alcohol, d) public intoxications, and/or e) violations of additional team rules regarding alcohol use. Prohibited acts also include a) possessing or using illegal substances, as defined by law, b) possessing or using controlled substances as defined by law, c) distributing, selling, or possessing with the intent to distribute illegal or controlled substances, as defined by law, and/or d) using tobacco products by a student-athlete during practice, competition, or other team functions. A student found to be in violation of the alcohol/drug guidelines may be suspended and/or expelled from extracurricular/after school activities.
 3. Academic – 2.0 GPA is required for academic eligibility. A middle/junior high student must have a 2.0 GPA, or the equivalent of a 2.0 GPA based on a 4.0 scale, at the conclusion of each semester. A high school student must have a cumulative 2.0 grade point average on a 4.0 unweighted scale, or its equivalent at the conclusion of each semester to be academically eligible during the next semester (§. 1006.15(3)(a)1, Florida Statutes).
 4. School Discipline – Students who have been out of school suspended for disciplinary reasons will not be eligible to participate in extracurricular/after school activities. All other school discipline as it relates to student-athlete eligibility for participation will be at the discretion of the principal or designee.
 5. Bullying – see Student Conduct & Discipline Code (page 10).
 6. Sportsmanship – Sportsmanship shall be defined in accordance with the standards of the FHSAA. In general, a sportsman is one who can take a loss or defeat without complaint, a victory without gloating, and who treats opponents with fairness, generosity, and courtesy. Sportsmanship is respect for oneself, teammates, coaches, officials, opponents, and property. Sportsmanship also requires maintaining self-control, and refusing to be drawn into or encourage physical conflict not otherwise required by the proper execution of the sport. All student-athletes are obligated to represent themselves, the team, the Athletic Department, the school, their families, and their communities, with the highest level of sportsmanship. A student found to be in violation of the sportsmanship guidelines may be suspended and/or expelled from extracurricular/after school activities.
 7. Dress Code – Students have a responsibility to be dressed and groomed in a manner that is consistent with the Student Conduct and Discipline Code. The principal or designee shall have the final authority for determining whether or not a student's apparel conforms to the dress code. The principal or designee may prohibit the use of clothing or items deemed inappropriate or to cause a disruption during school sponsored events to include extracurricular/after school activities.
 8. Four-Year Limit of Eligibility – A student is limited to four consecutive school years of eligibility beginning with the school year he/she begins ninth grade for the first time. This does not imply that the student has four years of participation. After four consecutive school years, the student is permanently ineligible.
 9. Age Limit – A student may participate at the high school level until the day he/she reaches the age of 19 years 9 months if the student has not exceeded his/her four year limit of eligibility. The student becomes permanently ineligible at the high school level on the day he/she reaches 19 years 9 months. Beginning with students entering the 9th grade in 2014-2015 and thereafter, a student who reaches the age of 19 on or after September 1, and who has not exceeded his/her four-year limit of eligibility may participate in interscholastic athletics during that school year.

10. Physical Evaluation (EL2 Form) – A student must have a physical evaluation each year and be certified as being physically fit to participate in interscholastic athletic programs. A physical evaluation shall be valid for a period not to exceed one calendar year from the date of the practitioner's signature. The student cannot be allowed to participate in any activity related to interscholastic athletic programs until the fully executed physical evaluation form is on file in the school (§. 1002.20(17)(b), Florida Statutes).
11. Consent and Release from Liability Certificate (EL3 Form) – A student must have the consent of his/her parent(s) or legal guardian(s) to participate in interscholastic athletic programs at a member school. The student and his/her parent(s) or legal guardian(s) must also release the FHSAA, its member schools and contest officials from all liability for any injury or claim that may result from the student's participation in interscholastic athletics. This consent and release from liability must be provided in writing on a form developed by the FHSAA for that purpose. The form must be signed by the student and his/her parent(s) or legal guardian(s). The student cannot be allowed to participate in any activity related to interscholastic athletic programs until the fully executed consent form is on file in the school.
12. Transfer "authorized for good cause".
13. Transfer before a Sport Season – The student transfers and begins attending the new school on or prior to the beginning date of the sport season, as established in the FHSAA calendar, meets all other eligibility requirements per the FHSAA and, (a) the transfer has been approved pursuant to district school board policies in the case of a transfer to a public school or pursuant to the private school policies in the case of a transfer to a private school; and (b) a form to be provided by the association (EL6 Form – Notice of Transfer) has been submitted to the association.
14. Full and Complete Move – The student moves to a new home address due to a full and complete move by the student and the persons with whom he/she has been living for at least one calendar year that makes it necessary for the student to attend a different school and the student meets all other eligibility requirements per the FHSAA. A student and his/her parents cannot occupy a residence at more than one address, and only the student's current residence may be used for eligibility purposes.
15. Necessary Relocation to Residence of Another Individual – The student transfers because he/she has to move into the residence of another person who lives at a residence that makes it necessary for the student to attend a different school and the student meets all other eligibility requirements per the FHSAA. This exception applies only to the following specific situations: (a) one of the persons with whom the student has been living dies; (b) one of the persons with whom the student has been living is imprisoned or committed by court order to a mental facility; or (c) the student is made a ward of the court or state and is placed in a foster home by a court of legal jurisdiction. In this case, a certified copy of the court order, a copy of the petition upon which the order was based, and other evidence the court had to consider in issuing the order must be provided to the FHSAA office. Permanent guardianship must be appointed legally by a court of competent jurisdiction.
16. Move to New Residence Following Marriage – The student marries and immediately established a new residence with his/her spouse at a residence that makes it necessary for the student to attend a different school and the student meets all other eligibility requirements per the FHSAA.
17. Reassignment by District School Board – The student is reassigned during the school year to a different school by the district school board, as long as the reassignment is not for athletic or disciplinary reasons, and the reassignment is not requested by the student or his/her parents, and the student meets all other eligibility requirements per the FHSAA. In this case, the student may participate in interscholastic athletic competition at the public school where he/she is assigned or a private school he/she chooses to attend.
18. Transfers of Schools within the First Twenty Days – The student transfers school within the first twenty (20) school days of the academic school year, meets all other requirements per the FHSAA and provided: (a) the student has not engaged in any athletic activities affiliated with either school prior to the transfer; (b) the student has not been recruited; (c) the student is not transferring in whole or in part for athletic reasons; (d) the student is not transferring because of disciplinary reasons and/or misconduct; and (e) the new school principal communicates and verifies with the losing school principal that the student has not engaged in any athletic activities affiliated with either school prior to the transfer, and the student is not transferring due to disciplinary reasons.

ATTENDANCE RULES

The classroom experience is of unique value and cannot be duplicated by make-up work. The purpose of this attendance policy is to foster responsibility and reliability on the part of District students to attend all classes. Students will acknowledge greater emphasis on attendance at school because credit in their classes will be contingent upon their presence.

The District School Superintendent is responsible for enforcing school attendance of all students subject to the compulsory school age in the school district and supporting enforcement of school attendance by local law enforcement agencies. The responsibility includes recommending policies and procedures to the District School Board that require public schools to respond in a timely manner to every unexcused absence, and every absence for which the reason is unknown, of students enrolled in the schools.

Parents/guardians are responsible for the attendance of their children within the compulsory school age (6-16 years) unless the child files a formal declaration of intent to terminate school enrollment with the School Board on or after age 16. 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/guardian. Parents/guardians who refuse or fail to have a child in school commit a misdemeanor, punishable as provided by law (§1003.21, Florida Statutes). Students 18 years of age and older shall have all rights accorded to their records unless they are dependent on their parent/guardian as defined in the Internal Revenue Code. Students 18 years of age and older in K-12 educational programs are required to be in compliance with attendance and discipline policies of the SCSD.

Absences - Absence is nonattendance of a student at school or in an approved educational activity/field trip or program on days when school is in session. Absence occurs when a student is not physically present at school or not participating in an approved school activity as defined under the compulsory school law. Though school-sponsored academic field trips are not considered absences, students are required to make up missed class work upon return to school.

Excused Absences may include:

- Illness or injury of the student, as documented by a health care professional,
- Illness or injury of the student's immediate family creating insurmountable condition of absence, as documented by health care professional,
- Death of a member of the student's immediate family,
- Documented appointments with health care professionals,
- Administrative approval based upon written request/justification to principal or designee,
- Recognized religious holidays,
- Documented judicial actions-subpoena/summons, or
- Therapy prescribed and delivered by a licensed certified practitioner.

Prior approval for absences for vacation or other anticipated reasons must be granted by an administrator and the student must make arrangements for makeup of work prior to the absence. Excessive absences and academic standing may be factors in the decision to excuse or not excuse the absence.

Unexcused Absences - An unexcused absence takes place any time a student is out of school for reasons unknown or not recognized under the law. On the third unexcused absence within the previous 30 school days, a letter will be sent to the parent/guardian informing them of the compulsory school attendance law and their legal obligation to follow the law.

Excessive Absences or Truant - A student is considered truant or excessively absent when he/she has had at least five (5) unexcused absences within a calendar month or 10 unexcused absences within a 90 calendar day period. The student may be exhibiting a pattern of nonattendance, and this may be considered excessive. Students who demonstrate truancy may forfeit their rights to attend Grad Bash, prom, field trips or other extracurricular activities. The student may be referred to the school's Student Support Team to determine if early patterns of truancy are developing. If it is determined that an early pattern of truancy is developing, regardless of whether the absences are excused or unexcused, a meeting with the parent/guardian shall be scheduled to identify potential remedies. If absences continue to be a concern, despite intervention attempts, the school may make a recommendation for filing a truancy petition. (§§1003.26 and 984.141, Florida Statutes)

Habitual Truant - A student is considered habitually truant when he/she has 15 unexcused absences within 90 calendar days with or without the knowledge or consent of the parent/guardian (§1003.01, Florida Statutes). Accumulated tardies and early check outs shall be considered unexcused absences. At the high school level or at a 6-12 combination school, seven (7) unexcused tardies, missed periods, or early checkouts will equal one unexcused absence for the purpose of defining a habitual truant. At the middle school level, six unexcused tardies or early checkouts will equal one unexcused absence for the purpose of defining a habitual truant. At the elementary school level, four unexcused tardies or early checkouts will equal one unexcused absence for the purpose of defining a habitual truant. Legal actions, including possible criminal charges, will be pursued when the parent/guardian ignores school attendance requirements. The Superintendent must provide the Department of Highway and Motor Vehicles (DHMV) with the name of each habitually truant student, age 14-18. The DHMV may not issue a driver's license or learner's permit to and shall suspend any previously issued license of any student who is habitually truant (§322.091, Florida Statutes). Families receiving public assistance for a student through the State of Florida WAGES program may have that assistance withdrawn if the student is classified as a habitual truant.

Authorized Student Sign Out - Students may not leave or be signed out from a school campus without the presence of an adult who is listed as the parent or guardian of record or an adult who is listed as an emergency contact on the Annual Student Contact Form. A photo ID is required from the adult listed on the Annual Student Contact Form who is requesting

the release of the student to his/her custody. Students who drive to school at BHS and SHS may not be released or signed out prior to the end of the regular school day over the phone by a parent, guardian, or other individual without the authorization of the principal/designee in emergency situations or circumstances that warrant leaving school campus without the presence of a parent, guardian, or other authorized individual. The principal is the final authority in determining if a student has permission to leave campus in the absence of the parent.

Parent Notes - Whenever a student of compulsory school age is absent without the permission of the person in charge of the school, the parent/guardian of the student will report and explain in writing the cause of such absence or tardy to the appropriate school personnel. This note should be provided to the school within three (3) days upon the student's return to school. The principal or designee has the authority, within the guidelines of the law, to determine if an absence is excused or unexcused.

Make-Up Work - Parents and students with absences are responsible for making arrangements with the teacher to make up work and assignments missed while absent. Students with excused absences will be allowed to make up work for full credit. Students with unexcused absences will be allowed to make up work with a minimum of 70% credit. All missed work is due within a reasonable amount of time following the return to school (two days for each day absent) with the following exceptions:

- Test or exams assigned prior to absence will be taken on the day the student returns to school,
- Work assigned prior to absence will be taken on the day the student returns to school,
- Long-term assignments and projects must be turned in on the day the student returns to school,
- Students checking in or out on the day a long-term assignment is due must turn the assignment in by the end of that school day to be accepted as on time, or
- Teacher extends due date.

Failure to comply with requirements may adversely affect academic standing.

Tardies - Tardies may be recognized and calculated in instances of truancy. For truancy purposes and documentation for court action, 7 (seven) unexcused tardies to school or seven (7) early checkouts from school will equal one unexcused absence at the high school or combination school. Six (6) unexcused tardies to school or six (6) early checkouts from school will equal one unexcused absence at the middle school. Four (4) unexcused tardies to school or four (4) early checkouts from school will equal one unexcused absence at the elementary level. This number is determined by the number of periods at the school. Tardies are disruptive to the learning environment and have a negative impact on student achievement. A student is tardy when they arrive to school or class after the beginning bell has sounded without an approved excuse. Leaving school early before the end of the school day also falls under this category. For K-8 students, the parent must accompany the student to the office when they are tardy. For secondary and 6-12 schools, the student must report to the attendance clerk.

Home School Students - Home school students with previous attendance concerns will be required to submit ongoing documentation regarding educational participation in a home school curriculum by submitting required documentation as requested to the Home School Coordinator.

BULLYING AND OTHER FORMS OF AGGRESSION

The SCSD is committed to providing a safe, positive, productive, and nurturing educational environment for all of its students. The SCSD encourages the promotion of positive interpersonal relations among all members of the school community. Aggressive behavior, bullying, harassment, and similar acts toward a student, whether by other students, staff, or third parties is strictly prohibited and will not be tolerated. This prohibition includes physical, verbal (oral or written), electronically transmitted (cyber or high-tech), and psychological abuse. The SCSD will not tolerate any gestures, comments, threats, or actions, which cause or threaten to cause bodily harm or personal degradation. This policy applies to all activities in the District, including activities on school property or while enroute to or from school sponsored activities and those occurring off school property if the student or employee is at any school-sponsored, school-approved, or school-related activity or function, such as field trips or athletic events where students are under the school's control, or where an employee is engaged in school business. Bullying, including cyberbullying, is defined as the systematical and chronic inflicting of physical hurt or psychological distress on one or more students and may involve: teasing; social exclusion; threats; intimidation; stalking; physical violence; theft; sexual, religious, or racial harassment; public or private humiliation; and/or destruction of property [§ 1006.147, Florida Statutes] [SCSD Policy No. 5.101]

Each school principal will be fully expected and authorized to implement and monitor the SCSD's policy on bullying.

BUS CONDUCT RULES

The bus is an extension of the school campus. Therefore, students will adhere to all conduct rules, including those addressing medication, while riding a SCSD school bus. Only a student who is regularly enrolled as a transported student and whose name appears on the bus driver's enrollment card for that bus shall be permitted to ride such a bus while it is being operated on a regular school bus route except upon the written request of the parent/guardian of a student and with the written approval of the Director of Transportation. Such approval may be granted only when the student's welfare is involved due to an emergency condition in the home. When an emergency condition exceeds five (5) days, the Superintendent's designee's approval shall be required. Approval shall not be allowed for student visitation, unless duly authorized, or for a student to obtain transportation to his/her regular place of employment. Students attending a school on a zone waiver must provide his/her own transportation.

Section 1006.10(1-7), Florida Statutes, gives school bus drivers the authority to monitor and control the behavior of students any time they are being transported to and from school or school functions at public expense.

Students being transported on a school bus must comply with the rules.

1. Students must get on/off at their regularly appointed bus stop unless written parent/guardian permission is provided to the school administrator early in the day to allow time for verification.
2. Students must use the handrail when entering and leaving the bus. Be careful that loose straps or drawstrings on articles of clothing or backpacks do not get caught on the handrail.
3. Students must occupy the seat assigned by the driver and refrain from moving around while the bus is in motion. Seat belts must be correctly fastened upon taking assigned seat and worn at all times if the bus is designed with seat belts.
4. Students must wait until the bus has come to a complete stop before entering or exiting the front door of the bus. Students shall form a line in order to ensure safety in getting on or off the bus.
5. Students must be at the bus stop at least 5 minutes before bus arrival but not more than 15 minutes before arrival. Students must observe proper rules of conduct while waiting for the bus. Students shall stay at least 12 feet off the road and off private property.
6. If it is necessary for a student to cross a road to board a bus, the student should wait until the bus arrives and the driver deploys the stop arm and flashing red lights. The student should make visual contact with the driver, watching for the Department of Education's (DOE) adopted crossing signal. The student must then make a right and left check for traffic and cross 12 feet in front of the bus.
7. If it is necessary for a student to cross a road after unloading from a bus, the student should stand at the side of the bus in sight and hearing of the driver. The student must make visual contact with the driver, watching for the DOE's adopted crossing signal. The student must then make a right and left check for traffic and cross 12 feet in front of the bus.
8. Students must obey the driver, monitor, and volunteers at all times and follow the standards of conduct while riding the school bus. Students must report promptly to the principal when instructed to do so by the driver. Bus infractions may result in an out-of-school suspension.
9. Students must keep all body parts and belongings inside the bus windows.
10. Students must keep from littering, throwing, or propelling objects inside the bus.
11. Students must keep from throwing or propelling items outside the bus windows. Behavior that violates this rule may be classified as a felony. The student and the parent/guardian shall be held responsible for any damages that result from such an act.
12. Students must keep from defacing or vandalizing a school bus. Restitution will be required for any damages sustained to the bus.
13. Students must follow emergency evacuation procedures when appropriate.
14. Students must observe classroom conduct rules at all times (except for ordinary conversation). Silence on the bus shall prevail while the bus is stopped for railroad crossings or for discharging students. When the bus is in motion, only talk to the driver if it is necessary and be quiet when the driver turns the dome lights on, raises a hand, etc. One of these signals will be used at railroad crossings.
15. The use of profane or objectionable language or engaging in any other objectionable conduct is prohibited. There shall be no pushing, fighting, or any other type of misconduct at any time.
16. Possession of sharp/dangerous instruments or any type of weapons on the bus is prohibited.
17. Students must not bring animals, glass containers, skateboards, food, or drinks on the bus.
18. Students must not use or have any tobacco products (smoking, chewing, dipping) or other mood altering substances while on the bus.
19. Students must not bring bulky or inappropriate objects on school transportation. This includes, but is not limited to, musical instruments, athletic equipment, etc., that cannot be held in the student's lap. No objects may block the aisles or emergency exits.

20. Students may not use cell phones while riding school buses to and from school. Cell phones may be used upon returning from a field trip or an extracurricular activity beyond normal school hours. The teacher/coach and the bus driver will jointly give permission for students to call parents to give an estimated time of arrival.

Note: SCSD buses are equipped with video/audio cameras for security purposes. Students are being recorded during their ride. These tapes may be used to determine violations of the Student Conduct and Discipline Code. Only authorized school personnel can view a bus video/audio recording when the need arises due to the protection of other students' privacy.

All bus incidents requiring potential discipline intervention will be referred to school administration for determination of appropriate consequences.

Procedures for students with disabilities are described in the subsection ESE: Suspensions and Expulsions.

BUS SUSPENSION/EXPULSION

When a student is suspended or expelled from the bus, they are not permitted to use any SCSD school bus for extracurricular activities or field trips during the suspension or expulsion timeframe. At the principal's discretion, a student with a Level I or Level II infraction may be allowed to ride the bus for extracurricular activities only for field trips that are academic in nature.

A student who uses School Board provided transportation must abide by the rules of safety and behavior necessary for the operation of the system. Bus riders must follow rules in the Student Conduct and Discipline Code. Serious or repeated infractions of these rules may cause the student to lose the privilege of riding the bus. It is the responsibility of the parent/guardian to see that the student follows the rules or to provide for the student's own transportation. Suspension from a school bus does not affect the requirements of attendance laws and regulations. Level II or Level III offenses may result in an out-of-school suspension. Level III and Level IV offenses may result in expulsion from school. By statute, criminal penalties may be imposed. See Mandatory Consequences for Bus Violations [§§1001.42, 1003.26, 1006.10, and 1006.21, Florida Statutes].

Parents/guardians are responsible for their children at the bus stop. However, school officials may address misconduct by students at a bus stop. Bus drivers may issue bus referrals based on behavior they observe at bus stops and administrators may investigate and discipline accordingly [§§1006.07(2)(h), 1006.09(1)(b), and 1006.10, Florida Statutes].

CELL PHONES AND/OR ANY ELECTRONIC COMMUNICATIONS DEVICES

Cell phones that are heard or are in use on school grounds during school hours without the consent of school personnel or on school transportation will be confiscated. Cell phones are allowed to be on and in operational mode before the school day begins, during the assigned lunch period, and after the ending school bell for dismissal. Students may only use a single earbud during authorized use. All other cell phone use shall be at the direction and permission of school personnel or with the permission of the bus driver. Only electronic communications approved by school officials for a school assignment will be permitted. Any other electronic communications will be considered a violation and will be prohibited. Electronic communications include, but are not limited to, video/audio records, photographs, and/or text messages. The school will not be held responsible for lost or stolen cell phones and/or any electronic devices. No student may have in his or her possession any wireless communication device or any other item that records, stores, or transmits data during any standardized testing (FSA, EOC, etc.). This policy applies to grades PreK-12 as does everything in the Student Conduct and Discipline Code. Violation of this provision may result in the loss of the student's privilege to possess a cell phone on campus in addition to any other prescribed disciplinary intervention. If a cell phone/electronic device is visible, being handled, or otherwise used in any manner during a test or exam, it will be considered cheating and the student may receive a zero for that test or exam.

Note: Use of a wireless communications device includes the possibility of the imposition of disciplinary action by the school or criminal penalties if the device is used in a criminal act [§1006.07(2)(e), Florida Statutes].

DRESS CODE

Students have a responsibility to be dressed and groomed in a manner that is consistent with the Student Conduct and Discipline Code. The principal shall determine when a student's personal hygiene, appearance, or dress is such that it disrupts or interferes with the educational process or endangers the health and safety of the student or others. Students who attend the RIVEROAK Technical College shall dress in a manner appropriate for the job in which they are receiving training, including any special protective gear and professional uniforms [§1001.43(1)(b), Florida Statutes].

1. Footwear must be worn at all times.
 - a. At the elementary school level, flip flops and shoes with wheels are not acceptable.
 - b. At the middle and high school levels, bedroom slippers, cleated shoes, and shoes with wheels are not acceptable.

2. Jewelry worn in pierced body parts shall be of a nature that is not distracting to others.
3. All middle and high school students shall be required to wear appropriate dress for physical education as prescribed by the school.
4. The following items have potential to cause disruption or threat to a safe and positive school environment and are not allowed:
 - a. Decorations, symbols, mottos, or designs imprinted or attached to the body or clothing which is offensive to good taste or the maintenance of good decorum. Examples include, but are not limited to, wearing advertisements of commodities, such as alcoholic beverages, drugs, tobacco, and symbols or writings that have sexual or racial connotation, gang references, or profane language.
 - b. Revealing clothing or clothing that exposes the torso. Examples include, but are not limited to: see-through garments; bare midriff clothing that allows any area of the midriff (front and back) to be exposed when sitting, standing, or raising the arm; backless attire; sleepwear; skin-tight clothing (i.e., bike pants, tights, leotards, jeggings, leggings); shirts/blouses that do not extend to or over the cap of the shoulder from the base of the neck.
 - c. Clothing that is not worn appropriately, is not properly fastened, or has rips, holes, or tears. Clothes shall be worn as they are designed; for example, suspenders over the shoulders, pants secured at the waist, belt-buckled, no underwear as outerwear, no underwear exposed, no oversized or baggy pants.
 - d. Skirts, dresses, shorts, and skorts that are shorter than four inches above the top of the knee cap are not acceptable. These items worn with leggings or tights are not acceptable.
 - e. Caps, hats, headgear, visors, bandanas, or sunglasses while in the building and/or other areas designated by the principal. No hoodies with hoods worn over the head are allowed at any time.
 - f. Chains, other than necklaces considered to be jewelry. Examples include, but are not limited to, heavy chains generally used for utility purposes, animal choke collars, and so-called hip-hop chains.
 - g. Jewelry that contains any type of sharp object and mood bracelets.

Note: The principal or designee has the final authority for determining whether or not a student's apparel conforms to the dress code. The principal or designee may prohibit the use of clothing or items that cause disruption during school, on school transportation, or during school sponsored events. When it is determined that the apparel is inappropriate, the parent/guardian will be asked to bring clothing to the school which conforms to the Student Conduct and Discipline Code. Repeated violations of dress code guidelines will be considered insubordination and will be subject to disciplinary interventions.

Per Florida Statute 1006.07, clothing that exposes underwear or body parts in an indecent or vulgar manner or that disrupts the orderly learning environment shall, on first offense, receive a verbal warning and the principal shall call the student's parent/guardian. For a second offense, the student is ineligible to participate in any extracurricular activity for a period not to exceed five days and the school principal must meet with the student's parent/guardian. For a third or subsequent offense, a student must receive an in-school suspension for a period not to exceed three days and the student is ineligible to participate in any extracurricular activities for a period not to exceed 30 days, and the school principal must call the student's parent/guardian and write a letter regarding the student's suspension and ineligibility to participate in extracurricular activities.

GANGS AND GANG-RELATED ACTIVITY

The SCSD will not tolerate any gang related activity on school grounds, school sponsored events, and/or on school transportation, to include dress, tattoos, bandanas (to be used as gang identifiers), graffiti, hand signals, or verbal slang. Gang-related activity may include, but is not limited to, engaging in any verbal, written, or physical act, which is associated with becoming a member of a gang, being a member of a gang, or participating in gang-identified rituals or behaviors on a school campus or at a school-sponsored program or activity. Violations that disrupt the educational process will lead to disciplinary action. If a student is identified or qualifies as a gang member, the student may be subject to expulsion. If a student qualifies as a gang member, subsequent violations of the Student Conduct and Discipline Code may be raised to the next level (i.e., Level I to Level II; Level II to Level III; Level III to Level IV).

It is therefore the policy of the SCSD that gangs and gang activities are prohibited in Suwannee County Schools.

1. A gang is defined as any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of criminal/violent acts and having a common name or common identifying signs, colors or symbols, or the purposeful violation of any SCSD policy.
2. No student on or about school property or at any school activity shall:
 - a. Wear, possess, use, distribute, display, or sell any clothing, jewelry, emblem, badge, symbol, sign, or other item that evidences or reflects membership in or affiliation with any gang.

- b. Communicate either verbally or non-verbally (gestures, handshakes, slogans, drawings, etc.) to convey membership affiliation in any gang or that promotes gang affiliation.
- c. Engage in any act that encourages or promotes interest in any gang or gang activity, including, but not limited to:
 - (1) Soliciting membership in, or affiliation with, any gang,
 - (2) Soliciting any person to pay for protection or threatening any person, explicitly or implicitly, with violence or with any other illegal or prohibited act,
 - (3) Painting, writing, or otherwise inscribing gang-related graffiti, messages, symbols, or signs, on school or personal property,
 - (4) Engaging in violence, extortion, or any other illegal act or other violation of school board policy,
 - (5) Soliciting any person to engage in physical violence against any other person,
 - (6) Engaging in the use of technology that encourages or promotes interest in any gang or gang activity.

The SCSD is working in conjunction with the Suwannee County Sheriff's Office, Department of Juvenile Justice, and the local police department to deter gang activity on school campuses. Any student exhibiting gang activity/characteristics as described in this section may be photographed and information will be shared with local law enforcement. A student identified as a gang member by the School Resource Officer/Deputy will be photographed and entered into the Florida Department of Law Enforcement's Gang Net (§§874.03 and 874.05, Florida Statutes).

HARASSMENT

The purpose of this policy is to inform and educate students of their responsibilities, rights, and complaint/grievance procedures with regards to harassment. The term harassment includes verbal or physical conduct that denigrates or shows hostility or aversion toward an individual. Harassment includes, but is not limited to, racial slurs, jokes, epithets, negative stereotyping, threats, intimidation, hostile acts, denigrating or hostile written or graphic material in student's possession or constructive possession (i.e., book bag, locker, etc.), worn, posted, circulated in the workplace or schools. The term also includes sexual harassment, which is defined as unwelcome sexual advances, requests for sexual favors, and other inappropriate verbal, non-verbal, or physical conduct of a sexual nature when such conduct has the purpose or effect of unreasonably interfering with a student's educational performance. This includes dating violence as per §784.046(1)(d), Florida Statute and SCSD policy.

VIOLENT OR DISRUPTIVE BEHAVIOR

The SCSD is committed to providing an environment supported by educators for improving school safety and increasing access to mental health supports for children and youth. The District will not tolerate violent and disruptive behavior which interferes with the orderly environment and the academic process of the school. Violations may lead to the removal of a student to an Opportunity School Placement or referral to mental health services. A committee will be established to consider the consequences of such behavior. The purpose of the committee is to review all relevant data for making a determination of placement and services. Appropriate Opportunity School staff, school-level staff, and the parent/guardian will be included in the committee. The parent/guardian will be notified in writing but does not have to be present for placement decisions.

Any student who is determined to have brought a firearm or weapon must be referred to mental health services identified by the District. Any student who is determined to have made a threat or false report must be referred to mental health services identified by the District for evaluation or treatment, when appropriate.

REPORTING SUSPICIOUS BEHAVIOR

FortifyFL is a suspicious activity reporting tool that allows the public to instantly relay information to appropriate law enforcement agencies and school officials and may be found and utilized as a reporting tool on the District website and all District issued devices.

HEALTH SERVICES PROVIDED

School health staff provides health counseling, health education, health screening, referral, and follow up services for suspected or confirmed health problems. They also provide consultation with students' parents/guardians regarding the need for health evaluation by the family physician, dentist, or other specialist when definitive diagnosis or treatment is indicated. School health staff reviews and maintains records on incidents of health problems, corrective measures taken, and other information that may be needed to plan and evaluate health programs and policies. The school nurse provides health information, when necessary, regarding the placement of students in exceptional student programs and the reevaluation at periodic intervals of students placed in such programs.

ANNUAL EMERGENCY INFORMATION AND HEALTH UPDATE

It is very important that the Annual Emergency Information and Health Update form is completed and returned to the child's school the first week of school. Please provide schools with emergency contacts and inform administration of any health problems your child may have which can affect them in the school setting.

Current accurate health and telephone information enables the school to contact you in case of emergency, accident, or illness, and will help us to ensure the health and well-being of your child. If any information changes during the school year, please contact the school immediately. It is the parent/guardian's responsibility to keep his/her child's health and contact information (telephone numbers, address, etc.) updated. In case of a serious accident or illness at school, your child will be transported by ambulance to an emergency medical facility. The parent/guardian is responsible for all expenses.

MEETING EMERGENCY HEALTH NEEDS

Onsite emergency health needs are provided at each school by school health staff employed by SCSD, the Suwannee County Health Department, and/or other trained SCSD staff who are currently certified by a nationally recognized certifying agency to provide first aid and CPR. Onsite emergency health needs means management and aid for illness or injury pending the student's return to the classroom or release to a parent/guardian, designated friend, or designated health care provider.

Please list on the Annual Emergency Information and Health Update form friends and/or relatives who may serve as emergency contacts for your child when you cannot be reached. Please list your best contact information such as a cell phone number, if applicable.

SCHOOL ENTRY HEALTH EXAMINATION

Students in grades Pre-K through 12th who are making their initial entry into a Florida school must present a record of a physical examination completed within the past 12 months. The exam record shall be completed on a DH3040 form.

The exam record should be taken to the child's school upon enrollment. It must be completed by a health care provider licensed to perform physical examinations. For students transferring to a Florida school, a comparable form from another state would be acceptable, if completed within one year [§1003.22(1), Florida Statutes; Rule: Chapter 6A-6.024, FAC].

FLORIDA IMMUNIZATION REQUIREMENTS FOR SCHOOL ENTRY - 2019-2020 SCHOOL YEAR

Section 1003.22 (10) Florida Statutes, requires each district school board and the governing authority of each private school to refuse admittance or temporarily exclude from attendance any student who is not in compliance with the immunization requirements for school attendance.

Pre-Kindergarten

- 4 doses of Diphtheria, Tetanus, Pertussis (DTP/DTaP) ***,
- 3 doses of Polio (IPV) ***,
- 4 doses of Haemophilus influenza type b (Hib) ***,
 - Haemophilus influenza type b (Hib) vaccination is required for public/private preschool, childcare, and family daycare home attendees from two months through 59 months of age. The number of doses of Hib may vary according to age that series was started or vaccine used. If child was over 15 months when first vaccine was given, one dose will be given.
- 1 dose of Measles-Mumps-Rubella (MMR),
- 3 doses of Hepatitis B (Hep B),
- 1 dose of Varicella (chicken pox).

***Pre-K students must have started the series and have a current immunization certificate.

2019-2020 School Entry Requirements

Before entering or attending school in Florida (kindergarten through 12th grade), each child must provide a Florida Certification of Immunization (DH 680 form), documenting the following vaccinations:

Public/Non-Public Schools Kindergarten through 12th Grade:

- 4 or 5 doses of Diphtheria-Tetanus-Pertussis (DTaP) vaccine*,
- 3 doses of Hepatitis B (Hep B) vaccine,
- 3, 4, or 5 doses of Polio (IPV) vaccine**,
- 2 doses of Measles-Mumps-Rubella (MMR) vaccine,
- 2 doses of Varicella vaccine*** (chicken pox) for kindergarten and grades one through ten,

- 1 dose of Varicella vaccine*** (chicken pox) for grades eleven through twelve.

Seventh Grade Requirements

In addition to kindergarten through 12th grade vaccines, students entering or attending seventh grade need the following:

- 1 dose of Tetanus-Diphtheria-Pertussis (Tdap) vaccine in grades seven through twelve, and
- An updated DH 680 form to include Tdap, must be obtained for submission to the school.

*The fifth dose of DTaP vaccine is not necessary if the fourth dose was administered at age four years or older.

**If four or more doses are administered before age four years, an additional dose should be administered at age four through six years and at least six months after the previous dose. A fourth dose is not necessary if the third dose was administered at age four years or older and at least six months after the previous dose.

***Varicella vaccine is not required if varicella disease is documented by the health care provider.

EXEMPTIONS

There are only two types of exemptions: medical and religious. Your child's doctor (MD or DO) must fill out the DH-680 form (Part C) indicating a valid reason for medical exemption. Only the Health Department can grant a religious exemption.

MENINGOCOCCAL VACCINES

Meningococcal vaccines are not required for school entry or attendance but are recommended for all children at their routine preadolescent visit (11-12 years of age). For those who have never previously received Meningococcal vaccines, a dose is recommended at high school entry.

HUMAN PAPILLOMA VIRUS VACCINES (HPV/GENITAL HERPES)

Human Papilloma Virus vaccines are not required for school entry or attendance but are recommended for girls at their routine preadolescent visit (11-12 years of age). Males that are 9-26 years of age may receive HPV vaccine.

MEDICATION ADMINISTRATION

Administration of medications during school hours is discouraged unless a physician determines that a student's health needs require them to be given while at school. Medication must be transported to and from school by the parent/guardian or a responsible adult designated by the parent/guardian. SCSD has a "Zero Tolerance" drug policy. Don't put your child at risk of disciplinary action! As the parent/guardian, you can avoid potential problems for your child. Don't send any medications to school with your child. Remember, even over the counter medications, such as Tylenol and Advil, are considered drugs. Instructions on using medication shall be provided in writing by the Florida licensed prescribing healthcare practitioner or as described on the medication container provided by the pharmacist and/or the Florida licensed prescribing healthcare practitioner. All medications shall be delivered to the school office or health clinic with the Authorization for Medication Administration Form completed and signed by the student's parent/guardian and the Florida licensed prescribing healthcare practitioner. This form is available online on the Student Services webpage at www.suwannee.k12.fl.us. A separate Authorization for Medication Administration Form must be completed for each medication that must be given during school hours or school-sponsored activities. First dosage of any new medication shall not be administered during school hours because of the possibility of an allergic or adverse reaction.

1. Only medication in its original container from the store or pharmacy will be accepted.
2. All medications being received at school must be counted with the parent/adult delivering the medication and a school health staff and/or a school employee who is receiving the medication. Verification of the count shall be made, in writing, on the medication administration log notes by the person delivering the medication and the person receiving the medication.
3. Medication should be given as close to the prescribed time as possible. It is acceptable medical practice to give the dose one hour before or after specified time on a routine basis.
4. Narcotic analgesics will not be administered at school. Narcotics are known to cause decreased coordination and decreased levels of consciousness, thus presenting both impaired learning and safety issues for the student.
5. No medications, prescription or non-prescription, with an expired prescription date or that is past the manufacturer's expiration date will be administered at school or during school sponsored activities.
6. The medication in the bottle must match the label, match the student's name, match the authorization form, and have a current prescription label on the bottle (if it is a prescribed medication). The date on the label must be within the past 30 days for controlled substances and antibiotics and within the past 12 months for other prescribed medications.
7. Prescription labels shall not be altered with handwriting by a parent, school staff, or school health staff.
8. A new prescription bottle with correct labeling is required for any dosage and/or time changes.
9. The school cannot alter dosages without a new Authorization for Medication Administration Form completed by the parent/guardian and the Florida prescribing healthcare practitioner.

10. Unused medication should be retrieved from the school/office within one week after medication is discontinued or by the end of the last student school day of the current school year. Otherwise, the school will dispose of the medication.

AUTHORIZATION FOR STUDENTS TO CARRY A PRESCRIPTION, INHALER, EPIPEN, INSULIN, PANCREATIC ENZYME SUPPLEMENT OR OTHER APPROVED EMERGENCY MEDICATION

If a student has asthma or other health-related conditions that require self-administration of medicine or emergency type(s) of medication or a student needs to carry medication and self-administer on his/her person, you must complete an Authorization for Students to Carry a Prescription, Inhaler, EpiPen, Insulin, Pancreatic Enzyme Supplement or Other Approved Medication Form. You may obtain a form from your child's school or online at <http://www.suwannee.k12.fl.us/medication-administration>. This form requires signatures of a Florida licensed healthcare practitioner, the parent/guardian, and the student.

1. The school nurse, who is a registered nurse, upon performing a nursing assessment of the student, shall determine whether or not this student is ready to responsibly self-carry and self-administer medication at school or during school-sponsored activities without endangering the health and safety of themselves, school staff, and/or fellow students. If the school nurse determines that a student is not responsibly self-carry and self-administer medication at school or during school-sponsored activities, the medication will be administered by school health staff and/or trained school staff.
2. Parents are strongly encouraged to keep a "back up" supply of any emergency medications, such as an inhaler, EpiPen, diabetes medication, etc., in the school clinic. For further instructions, please call or visit your child's school nurse.
3. Emergency Injectable Medications, such as EpiPens, Glucagon, etc., must be accessible immediately in case of an emergency. Only these medications with the exception of inhalers will leave the building in the event of an emergency.
4. Emergency Injectable Medications, such as EpiPens, Glucagon, etc., should be kept in the clinic. It is not recommended to keep emergency medications in the classroom unless the student has been checked off to self-carry in the event of an emergency.
5. Emergency Injectable Medications, such as EpiPens, Glucagon, etc., may be kept in a secure but unlocked location in the clinic. If stored in this way, there should be a sign on the outside of the medication cabinet indicating where the emergency medications are located.

Under NO circumstances should students show, share, dispense, or deliver prescription or non-prescription medication(s) to/with another student!

SCSD's definition of substance abuse: The use of any drug when such use is unlawful, and the use of any drug when such use is detrimental to the user or to others but is not unlawful.

STUDENT USE OF SUNSCREEN

Students may possess and use non-aerosol topical sunscreen without a physician's note or prescription if the sunscreen is regulated for over-the-counter use to limit ultraviolet light-induced skin damage.

HEALTH SCREENINGS

The Suwannee County Health Department and the SCSD provide health screenings to students in Suwannee County Schools. Florida Statute 402.32 of the School Health Services Act requires these screenings. These screenings are designed to detect health problems that could affect student's learning and/or growth. The screenings conducted are those outlined in our current School Health Plan. The screenings for our county include:

- Vision – Kindergarten, first, third, and sixth grade students and students entering school for the first time,
- Hearing – Kindergarten, first, and sixth grade students and students entering school for the first time,
- Growth and Development (height and weight) with BMI calculation – first, third, and sixth grade students, and
- Scoliosis – Sixth grade students.

These screenings will not harm your child in any way. Mass screenings as listed above will take place within the first semester. If your child does not pass any part of the screening exam(s), you will be notified in writing. Results of your child's health screenings will remain confidential and shared only with school personnel with a need to know.

EXCLUDING STUDENTS FROM SERVICES

Parents who do not desire their child to participate in health screenings or health education are requested to send a written letter of exclusion to the school nurse no later than two (2) weeks after the date of enrollment of current school year.

HEALTH INSTRUCTION

Health instruction will be provided by properly trained personnel as mandated by the Florida House Bill 1739, which requires that public school curriculum include instruction on human growth and development, AIDS, and pregnancy prevention, and

to reduce destructive behavior in children. This legislation established abstinence from sexual activity outside marriage as the expected standard for all school age children and states that human growth and development education will stress this standard. Parents/guardians may review the content of the curriculum by calling the school for an appointment.

PARKING/VEHICLE RULES

The parking of a student's vehicle on campus is a privilege that is granted by the SCSD that may be conditioned upon the purchase of a parking decal at the school of attendance. Students who repeatedly violate campus-parking rules may have their parking decal revoked and/or are subject to disciplinary interventions. Students must follow the school policies on driving and parking. Violation of the Student Conduct and Discipline Code policies or the school parking/driving policies may result in loss of privileges, suspension, or expulsion from school [§1001.43(1)(f), Florida Statutes)].

Note: Privileges and Responsibilities – Parents are encouraged to review Florida law pertaining to the operation of motor vehicles by their children. High school students with operator's licenses may not be legally allowed to drive their vehicle home after a late ballgame. It is the student and parent's responsibility to know the law.

1. A student will not be permitted to drive any vehicle to school until filing with the principal the written consent of the student's parent/guardian and a written agreement to comply with all rules of the SCSD and local school officials. Students parking vehicles on campus without authorization are subject to disciplinary interventions.
2. A student leaving home for school shall proceed directly to the school campus. After arriving at school, a student shall remain on school grounds unless given permission to leave the grounds as provided in these rules. At the close of the school day, the student shall leave the school grounds promptly unless under the supervision of a faculty member.
3. The student shall park a car driven to school in the area designated for student parking.
4. Each student who parks a vehicle on a school campus is presumed to know what is contained in the vehicle and will be held accountable for any weapons, drugs, contraband, etc., which may be found in the vehicle.
5. No student shall loiter in or around the parking area or areas.
6. Students shall not occupy cars during class hours, between classes, or before or after school except as they arrive and leave for the school day and travel to and from approved programs at other locations.
7. A student who receives a citation for a traffic violation while traveling to or from school or who is known to be operating a vehicle in such a manner as to endanger the student's own safety or that of others may at the principal's discretion lose the privilege of driving a vehicle to school. Any student violating such directives shall be subject to suspension or expulsion from school.
8. Students must follow all Florida DHMV traffic laws and regulations while on school property or be subject to citations.
9. Habitual truants will have their driver's license withheld/suspended by the DHMV.
10. Student parking is provided only at the high school facilities, therefore, no middle or elementary school students are permitted to drive themselves to school.

TECHNOLOGY – STUDENT ACCEPTABLE TELECOMMUNICATIONS/ELECTRONIC COMMUNICATIONS USE POLICY AND AGREEMENT

The SCSD provides computers and network capabilities to students for the purpose of enhancing instruction through technological resources. Students may be granted access to the District's electronic communication system that includes access to the internet. A student's activities while using this system must be in support of education and research and be consistent with the educational objectives of the SCSD. This access is a privilege, not a right, and inappropriate use will result in the cancellation of this privilege by the Information Technology (IT) Department and/or disciplinary action by school officials. Students are responsible for good behavior on school computer networks just as they are in a classroom or school hallway. The District may suspend or revoke a student's access to the District system upon violation of District policy and/or procedures, including the SCSD Student Conduct and Discipline Code. The SCSD provides filtering software in an attempt to restrict access to inappropriate materials on the internet. However, users must recognize that filtering cannot block access to everything that might not be of educational value. Be reminded that network storage areas will be treated like school lockers. School and IT authorities have the right to review and monitor all information stored on the network.

Using the network to access or to attempt to access the accounts of others or to penetrate or attempt to penetrate security measures of the SCSD or another entity's computer software or hardware, electronic communications system, or telecommunications/electronic communications system is prohibited.

Using the services for any activity which adversely affects the ability of other people or systems to use SCSD's network or the internet is prohibited. This includes denial of service attacks against another network host or individual user. Interference with or disruption of other network users, network services, or network equipment is prohibited, unless the user is connected to the "Guest" wireless account.

Using or attempting to use a teacher's credentials to access network resources or the internet is prohibited. Other uses that the Superintendent/designee may find unacceptable are prohibited.

Using electronic resources, including, but not limited to, network access, internet access, digital cameras, tablets (i.e., Windows mobile devices, iPod Touch, Palm, etc.), personal communication devices (i.e., cell phones, pagers, messaging devices, telephones, digital recorders), MP3 players, iPods, USB flash drives, email, computers, and laptops are prohibited, unless student has permission from the classroom teacher where the electronic resource will be used.

The following information includes examples of unacceptable use of telecommunications/electronic communications.

1. Students must not use or share another individual's username and password.
2. Students must not leave computer unattended while logged on.
3. Students must not read, create, send and/or receive email unless using a District-provided email account.
4. Students must not access, download, store, send, or display text, images, movies, or sounds that contain pornography, obscenity, or language that offends or degrades others.
5. Students must not use social network sites including, but not limited to, twitter.com, facebook.com, chat rooms, etc.
6. Students must not use video streaming not related to educational purposes or curriculum set by the school or District.
7. Students must not download music or videos not authorized by the school or District.
8. Students must not install services or electronic file sharing mechanisms.
9. Students must not access, modify, harm, or destroy another user's data.
10. Students must not attempt to send or send anonymous messages of any kind or pretend to be someone else while sending a message.
11. Students must not engage in cyber bullying on or off campus (i.e., threatening, harassing, embarrassing, terrifying, insulting, stalking, or attacking others which includes, but is not limited to, online threats and insults intended to embarrass, harass, or terrify others via electronic resources).
12. Students must not post personal information about self or others, sharing confidential information about students or employees.
13. Students must not agree to meet with anyone met online.
14. Students must not intentionally waste limited resources.
15. Students must not bypass the filtering by use of anonymous proxies or unauthorized proxies and services.
16. Students must not download and/or install games, software, tools, or any executable file.
17. Students must not connect to any unauthorized wireless access point or internet service provider.

All users must read and be familiar with the IT Policies and Procedures handbook. A copy can be found on the District website under quick links at <https://www.suwannee.k12.fl.us/informationtechnology>.

STUDENT TECHNOLOGY AND DEVICE GUIDELINES

The SCSD expects students to properly maintain computer devices supplied by SCSD IT Department.

1. Students must notify a school administrator or teacher of device or network malfunctions immediately.
2. All SCSD devices must be made available for immediate inspection by SCSD staff with or without prior notification.
3. Scheduled device checks will occur throughout the year; all devices must be brought to school every day.
4. Students and/or parents must notify a school administrator or teacher of device damage immediately.
5. The SCSD expects devices to be maintained in good working order by the student. If misuse is evident, the full price of repair or replacement of the device becomes the responsibility of the parent.
6. It is strongly suggested that protective equipment (covers, bags, etc.) are used to ensure an additional layer of protection from damage to the device.
7. Students may not use the device for purposes in contrast to the SCSD Acceptable Use Policy.
8. If a student violates the Acceptable Use Policy, the SCSD device must be immediately returned in good working order.
9. If a device is damaged, the student is responsible for the cost or repair in accordance to the following:
 - a. Screen Replacement: \$50
 - b. Keyboard Assembly or Replacement: \$75
 - c. Charger: \$40
 - d. Battery: \$40
 - e. Full replacement: \$200

If a student violates any of these guidelines, his/her access to the network or SCSD devices may be terminated and appropriate disciplinary and/or legal action will be taken.

SECTION IV: DISCIPLINARY INTERVENTIONS

The SCSD philosophy of student behavior is one that employs a structured, systematic approach designed to support learning. Classroom management, student motivation, and positive reinforcement generate an atmosphere where student rules are viewed as guidelines for academic success.

The SCSD will provide safe, comfortable classrooms and campus environment and maximize opportunities for student learning which are the most important factors in governing student behavior. All students' interests, strengths, and cultural backgrounds are welcomed and valued.

The SCSD believes that all students have the right to a safe and effective learning environment and that teachers have the right to a safe and effective teaching environment. Discipline issues are minimized when students are engaged in meaningful and interesting activities. Students do best with positive reinforcement techniques. Students need to have structure and limits.

The SCSD believes that discipline and classroom management exist as additional learning experiences for students. Discipline should come from a desire to teach students to self-assess and self-regulate their behavior. A well-disciplined student understands what is socially and personally healthy and productive, and can correct his or her own behavior when straying from that ideal. This kind of student can resolve conflicts in a healthy way and knows what behavior is productive within social communities. Likewise, classroom management exists to guide students toward positive behaviors. It not only maximizes the time spent learning in the classroom, but it also serves to eliminate many situations in which students are tempted to exhibit negative behaviors. Effective classroom management helps ensure student success.

The SCSD believes that as professional educators, the SCSD is charged with providing a safe, structured, and orderly environment for all students, staff, and school visitors. Further, the SCSD believes that expecting, teaching, and upholding high behavioral standards are key components in preparing students to be successful and productive citizens in the greater society. In order to fulfill these responsibilities and achieve these goals, as a District, all SCSD schools will:

1. Follow the Student Code of Conduct and School Board Policies,
2. Provide training for staff and parents in effective behavior practices,
3. Promote positive behavioral supports,
4. Administer disciplinary measures with fairness and consistency, and
5. Engage parents as partners in identifying and maintaining student behavior as an educational priority for all SCSD students.

Below are definitions associated with disciplinary interventions. Some definitions have been created by the state, and disciplinary interventions pertaining to these definitions require reporting to the state through School Environmental Safety Incident Reporting (SESIR).

Abusive, Profane, Obscene, Discriminatory Language/Material - The use of oral or written language, electronic messages, pictures, objects, gestures, or any other physical act (engaging in unwelcome or inappropriate touching) that is considered to be offensive, socially unacceptable, or not suitable for an educational setting; the deliberate use of inappropriate language (profanity) with the intent for others to hear, the use of obscenity toward a school staff member, or the use of obscene gestures.

Alcohol Possession/Use/Sale (SESIR) - Possession, being under the influence, sale, or distribution of alcoholic beverages while on a school campus, a school bus, at a school or School Board sponsored function, or while at other School Board facilities. Use means the person is caught in the act of using, admits to use, or is discovered to have used in the course of an investigation.

Arson (SESIR) - Intentionally setting a fire on/with school property to damage or cause to be damaged, by fire or explosion, any dwelling, structure, or conveyance, whether occupied or not, or any contents therein.

Battery/Physical Attack (SESIR) - The physical use of force or violence by an individual against another against his/her will. The attack must be serious enough to warrant consulting law enforcement and result in more serious bodily injury. To distinguish from fighting, report an incident as battery only when the force or violence is intentional and carried out against a person who is not fighting back.

Bomb Threat/Explosives - Intentionally making a false, verbal or written, report to any person, including school personnel concerning the placement or use of any bomb, dynamite, explosive, chemical compounds, or arson causing devices.

Breaking and Entering (SESIR) - Unlawful entry with force, or unauthorized presence in a building or other structure or conveyance with evidence of the intent to damage or remove property, harm a person(s), or intent to commit a crime.

Bullying (SESIR) - Unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing acts, by an adult or student, that are severe or pervasive enough to create an intimidating, hostile, or offensive educational environment, to cause discomfort or humiliation, or unreasonably interfere with the individual's school performance or participation.

Bus Misconduct - Violation of any code of conduct rules or transportation rules.

Cell Phone/Electronic Device Violation - Disruptive and inappropriate exposure/use of cell phones, text messaging, web access, portable music devices, digital cameras, and like communication devices during the instructional day.

Cheating/Plagiarism - Cheating on any assignment, test/quiz, or online classwork. The possession of, deliberate distribution of, or use of inappropriate information, including, but not limited to: computer files or folders, passwords, electronic devices, or oral or written notes, materials, or work of another person in the completion of an academic exam, test, or assignment.

Class/Campus Disruption (Minor) - Disruption of all or a significant portion of campus activities, school-sponsored events, a classroom, other portions of a school or School Board facility, and school bus transportation that poses a threat to the learning environment; health, safety, or welfare of others.

Class/Campus Disruption (Major) (SESIR) - Disruption of all or a significant portion of campus activities, school-sponsored events, a classroom, other portions of a school or School Board facility, and school bus transportation that poses a serious threat to the learning environment, health, safety, or welfare of others. These include bomb threats, inciting a riot, and initiating a false fire alarm.

Combustibles/Fireworks - Possessing, using, selling, storing, distributing, constructing, or detonating any combustible substance, or a destructive device, such as a bomb, letter bomb, pipe bomb, grenade, rocket, or similar device that is designed to explode.

Contraband - The possession or storage of items which are prohibited at school, including, but not limited to: ammunition clips, bullets or cartridges, flammable liquids, combustible materials, poisonous substances, matches, lighters, firecrackers, bottle rockets, smoke bombs, or other similar devices, and laser pointers or light pens.

Dangerous Implement - Possession of a tool, instrument, appliance, or utensil which may/may not be intended to cause harm to another.

Defiance/Insubordination - Not submitting to authority, disobedience, failure to follow reasonable request by School Board employee, not telling the truth when requested by School Board employee.

Defiance of Authority and School Rules - The flagrant or hostile challenge of the authority of a school staff member, bus driver, or any other adult in authority.

Destruction of School Property (Minor) - To deliberately destroy or deface school property with a value of less than \$300.

Destruction of School Property (Major) - To deliberately destroy or deface school property with a value of more than \$300.

Disorderly Conduct (Minor) - Any act that substantially disrupts the orderly conduct of a school function or substantially disrupts the orderly learning environment.

Disorderly Conduct (Major) - Engaging in disorderly conduct that seriously interferes with the orderly operation of school or a school function or poses a threat to the health, safety, or welfare of others, or causes personal injury, or results in damage or destruction to public or private property.

Dress Code Violation - Failure to comply with the established dress code policy.

Drug Sales and Distribution (SESIR) - The manufacture, cultivation, sale, purchase, or distribution of any drug, narcotic, controlled substance, or substance represented to be a drug (look-alike), narcotic, or controlled substance.

Drug Possession/Use (SESIR) - The use or possession of any drug, narcotic, controlled substance, or any substance when used for chemical intoxication. Use means the person is caught in the act of using, admits to use, or is discovered to have used in the course of an investigation.

Fight (Minor) - Incidents that involve personal contact to include: pushing, shoving, acting aggressively toward another student, or attempting to fight, which could include the following: instigating, inciting/enticing fights verbally or through social media.

Fight (Major) - Mutual combat and/or mutual altercation. When two (2) or more persons mutually participate in use of force or physical violence that requires either physical restraint or results in injury requiring first aid or medical attention.

Forgery (Minor) - To fraudulently or falsely make or alter a document.

Forgery (Major) - To make a false or misleading written communication to a school staff member with either the intent to deceive, or under circumstances which would reasonably be calculated to deceive the staff member, or producing or possessing any false document, item, or record represented to be an authentic school document, item, or record.

Gang-Related (SESIR) - Engaging in any verbal, written, or physical act which is associated with becoming a member of a gang, being a member of a gang, or participating in gang-identified rituals or behaviors on a school campus, transportation, or at a school-sponsored program or activity.

Harassment (SESIR) - Any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal, or physical conduct that: (1) places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property; (2) has the effect of substantially interfering with a student's educational performance, opportunities, or benefits; or (3) has the effect of substantially disrupting the orderly operation of a school, including any course of conduct directed at a specific person that caused substantial emotional distress in such a person and serves no legitimate purpose.

Hazing (SESIR) - Any action that endangers the mental or physical health or safety of a student at a school with any of grades 6 through 12 for purposes of initiation or admission into or affiliation with any school-sanctioned organization. "Hazing" includes, but is not limited to: (1) pressuring, coercing, or forcing a student to participate in illegal or dangerous behavior; or (2) any brutality of a physical nature, such as whipping, beating, banding, or exposure to the elements.

Homicide/Murder/Manslaughter (SESIR) - The unjustified killing of one human being by another.

Instigating a Fight - A person instigating, inciting, or encouraging a fight or confrontation between individuals.

Kidnapping (SESIR) - Abduction of an individual. Forcibly, or by threat, confining, abducting, or imprisoning another person against his/her will and without lawful authority.

Larceny/Theft (SESIR) - Knowingly obtaining, possessing, selling, using, disposing of, or attempting to obtain, possess, sell, use, or dispose of the property of another with intent to either temporarily or permanently deprive the other person of their property or benefit from the property or appropriate the property to his or her own use or to the use of any person not entitled to the use of the property without the permission or consent of the owner or person lawfully in possession of the property. Value must be over \$300.

Medication Policy Violation - Failure to comply with the guidelines for possessing or administering prescription medications and over-the-counter medications.

Misuse of School Computer - Use of a school computer for anything other than instructional purposes or unauthorized use of a computer or computer network with the intention of deleting, obstructing, interrupting, altering, damaging, or in any way causing the malfunction of the computer, network program(s) or data.

Motor Vehicle Theft - The theft of a motor vehicle from any property owned and operated by the SCSD.

Other (Minor) - Minor incidents that do not fit within the other definitions.

Other (Major) (SESIR) - Major incidents that do not fit within the other definitions. Any serious, harmful incident resulting in the need for law enforcement intervention not otherwise classified on the SESIR list. Examples include student producing or knowingly using counterfeit money, participating in gambling activities, possession of child pornography, possession of drug paraphernalia.

Public Display of Affection (PDA) - Failure to comply with the established PDA policy of the individual school.

Robbery (SESIR) - The taking or attempted taking of anything of value that is owned by another person or organization, under the confrontational circumstances of force, or threat of force or violence, and/or by putting the victim in fear.

Sexual Assault (SESIR) - An incident that includes a threat of: rape, fondling, indecent liberties, child molestation, or sodomy. Both male and female students can be victims of sexual assault. The threat must include all of the following elements: (1) intent, (2) fear, and (3) capability.

Sexual Battery (SESIR) - Any sexual act directed against another person, forcibly or against that person's will, or not forcibly against that person's will where the victim is not capable of giving consent.

Sexual Harassment (SESIR) - Undesired sexual behavior. Unwanted and repeated verbal or physical behavior with sexual connotations by an adult or student that is severe or persuasive enough to create an intimidating, hostile, or offensive educational environment, cause discomfort or humiliation or unreasonably interfere with the individual's school performance or participation. An incident when one person demands a sexual favor from another person under the threat of physical harm or adverse consequence.

Sexual Offense (Minor)-Undesired behavior of a sexual nature.

Sexual Offense Other (Major) (SESIR) - Sexual contact, including intercourse, without force or threat of force, subjecting an individual to lewd sexual gestures, sexual activity, or exposing private body parts in a lewd manner.

Skipping Class - Not reporting to or leaving an assigned class, activity, or area without receiving proper prior approval and/or following the established procedures for checking out of a class.

Strike/Adult - The uninvited, hostile touching or striking of a school employee or volunteer against their will.

Strike/Student - The uninvited, hostile touching or striking of a student against their will.

***Tardiness (Excessive)** - A student will be considered tardy to class when he/she is not in the classroom when the tardy bell rings. Any student arriving late must go to the attendance/front office to sign in before attending class.

Theft (Minor) - The unauthorized taking, carrying, riding away, or concealing the property of another person which is less than \$300 in value, without threat or bodily harm.

Threat/Intimidation (SESIR) - Instilling fear in others. A threat to cause physical harm to another person with or without the use of a weapon that includes all of the following elements: (1) intent (an intention that the threat is heard or seen by the person who is the object of the threat), (2) fear (a reasonable fear of apprehension by the person who is the object of the threat that the threat could be carried out), and (3) capability (the ability of the offender to actually carry out the threat directly or by a weapon or other instrument that can easily be obtained).

Throwing/Propelling Objects - To drive forward an object by means of force that imparts motion.

Tobacco Possession/Use/Sale (SESIR) (Cigarettes or other forms of tobacco) - The possession, use, distribution, or sale of tobacco or nicotine products on school grounds, at school-sponsored events, or on school transportation by any person under the age of 18.

Note: This definition includes tobacco products in any form including, but not limited to, synthetic tobacco, use of electronic cigarettes or similar devices, and/or vaping in any form.

Trespassing (SESIR) - The unauthorized entry onto School Board owned property, into a school function, or an extracurricular activity, or remaining on School Board owned property after being directed to leave that location by a school

staff member or law enforcement official or while subject to suspension, expulsion, or assignment to an alternative placement.

Unauthorized Area/Location - Being present in buildings, rooms, or other areas on a school campus restricted or not open to student access during all or portions of a day.

Unauthorized Leaving of Campus - Failure of student to follow proper procedures to leave school campus.

Unauthorized Sales - The selling of goods which has not been authorized by administration.

Unsubstantiated Bullying - After a complete investigation and follow up of a reported bullying incident, the investigator determines that there is not enough evidence to substantiate that the incident meets the criteria of a prohibited act under the definition of bullying, as listed in the Jeffrey Johnston Stand Up for All Students Act (§ 1006.147, Florida Statutes).

Unsubstantiated Harassment - After a complete investigation and follow up of reported harassment incident, the investigator determines that there is not enough evidence to substantiate that the incident meets the criteria of a prohibited act under the definition of harassment, as listed in the Jeffrey Johnston Stand Up for All Students Act (§ 1006.147, Florida Statutes).

Vandalism (Minor) - The intentional destruction, damage, or defacement of public or private/personal property without consent of the owner or the person having custody or control of it. This definition includes graffiti, as well as the malicious attempt to harm or destroy electronic data. Damage must be \$1000 or less.

Vandalism (Major) (SESIR) - The intentional destruction, damage, or defacement of public or private/personal property without consent of the owner or the person having custody or control of it. Damage must be \$1,000 or more to report in SESIR.

Vehicle Violation - Failure to follow established rules and regulations concerning the privilege of driving and parking vehicles on a school campus, to include parking in unauthorized areas, driving or parking without proper sticker, improper driving on campus, or unauthorized driver on campus.

Weapon (SESIR) - Possessing, storing, distributing, selling, or purchasing any instrument or object that may inflict harm on another person, or be used to intimidate another person, including, but not limited to: fixed blade knives, folding knives, switch blade knives, common pocket knives, razor blades, box cutters, sharp cutting instruments, ice picks, dirks, chains, pipes, nunchakus, brass knuckles, Chinese stars, billy clubs, chemical irritants, mace, tear gas, pepper spray, poisonous gases, sling shots, electrical weapons or devices, starter pistols, stun guns, BB or pellet guns, propellants, and "look-alike" weapons. Possession of a common pocketknife is exempted from state zero tolerance expulsion requirement, per § 1006.07(2), Florida Statutes. However, law enforcement should be notified of any weapon or knife, including pocketknives, for investigation.

Level I	Level II	Level III
Abusive, Profane, Obscene, Discriminatory Language/Materials Directed to a Student	Abusive, Profane, Obscene, Discriminatory Language/Materials Directed to an Adult	Alcohol Possession/Use/Sale SESIR
Bus Misconduct	Contraband	Arson SESIR
Cell Phone/Electronic Device Violation	Dangerous Implement	Battery/Physical Attack SESIR
Cheating/Plagiarism	Destruction of School Property (Minor)	Bomb Threat/Explosives
Class/Campus Disruption (Minor)	Disorderly Conduct (Major)	Breaking and Entering SESIR
Disorderly Conduct (Minor)	Fight (Minor)	Bullying SESIR
Dress Code Violation	Forgery (Major)	Class/Campus Disruption (Major) SESIR
Forgery (Minor)	Instigating a Fight	Combustibles/Fireworks
Medication Policy Violation	Medication Policy Violation	Contraband
Misuse of School Computer	Sexting/Possession of pornographic material on electronic device	Dangerous Implement
Other (Minor)	Strike/Adult	Destruction of School Property (Major)
Public Display of Affection (PDA)	Strike (Student)	Drug Sales and Distribution SESIR
Skippping Class	Theft (Minor)	Drug Possession/Use SESIR
Tardiness (Excessive)	Tobacco Possession/Use/Sale SESIR	Fight (Major)
Throwing/Propelling Objects	Vandalism (Minor)	Gang-Related SESIR
Unauthorized Area/Location	Defiance/Insubordination	Harassment SESIR
Unauthorized Leaving of Campus	Defiance of Authority and School Rules	Hazing SESIR
Unauthorized Sales		Homicide/Murder/Manslaughter SESIR
Unsubstantiated Bullying		Kidnapping SESIR
Unsubstantiated Harassment		Larceny/Theft SESIR
Vehicle Violation		Motor Vehicle Theft
		Other (Major) SESIR
		Robbery SESIR
		Sexting/distribution of pornographic material on/to electronic devices or posting to the internet any recordings/images of inappropriate sexual nature
		Sexual Assault SESIR

		Sexual Battery SESIR
		Sexual Harassment SESIR
		Sexual Offense Other (Major) SESIR
		Strike/Adult
		Strike/Student
		Threat/Intimidation SESIR
		Trespassing SESIR
		Vandalism (Major) SESIR
		Weapon SESIR

ACTIONS

Teacher Managed Consequences
Corporal Punishment
Corporal Punishment by Parent
Punitive Assignment
Parent Contact
Parent Conference
Verbal Reprimand/Warning
Alternative Placement
Time Out
Written Apology
Guidance Referral
MTSS Referral
Lunch Detention
ISS
Computer Suspension
Computer Expulsion
Work detail
Detention
Behavior Contract
Schedule Change
Restitution
Suspension of Driving/Parking Privilege
Suspension of Lunch Privilege
Suspension of Privilege
Removed from After School/Summer School
Online Module
Bus Suspension

OSS
OSS Pending Manifestation
Parent Training Requirement
Expelled, Without Continuing Educational Services
Expelled, With Continuing Educational Services
Suspension Extended, Pending Hearing
Seclusion
Mechanical Restraint
Physical Restraint
Other SESIR Defined
Change in Placement
Other

SECTION V: DUE PROCESS

DUE PROCESS PROCEDURES FOR SUSPENSIONS

A student accused of an offense which in the opinion of the principal/designee would require suspension from school or bus shall be afforded the following due process procedures. If a student is formally charged with a felony occurring off property owned by the SCSD by a prosecuting attorney, the principal/designee shall determine if the student's presence on campus threatens the orderly environment or safety of others. An administrative hearing should be scheduled if it is determined the felony charge is upheld. The information shall be provided to the Superintendent who shall determine the length of the suspension by an administrative placement in an alternative setting. A recommendation to expel a student shall be determined by the Superintendent and submitted to the School Board if the student is adjudicated guilty of a felony. Additional procedures for students with disabilities are described in the subsection ESE: Suspension and Expulsions. In emergency situations, these procedures may be modified so long as reasonable efforts are made to provide substantially similar opportunities for due process.

Step 1 – The student must be told by the principal/designee of the reason(s) for consideration of suspension from school or from the school bus (not to exceed 10 days).

Step 2 – The student must be given the opportunity to present the student's side of the matter either verbally or in writing and must have the opportunity to present witnesses to the incident.

Step 3 – The principal/designee shall make a determination as to whether or not the student is guilty of the misconduct, and if so, what the terms of the disciplinary response will be. The student shall be informed of the determination. If the determination is to impose suspension, the notice of suspension shall be in writing. The following information shall be included in the written notice of suspension to the parent/guardian/student and the Superintendent:

- Nature of the offense,
- The date of the offense, the beginning date of the suspension, and the date on which the student may return,
- Any condition involving the suspension, such as a possible reduction of the suspension.

Step 4 – The principal/designee shall report each suspension from school or the school bus in writing to the student's parent/guardian and to the Superintendent/designee. Any suspension notice to parent/guardian/student, shall be hand-delivered by the principal or an administrative staff member or shall be sent by first class mail if the principal or an administrative staff member documents a personal contact (not an attempt or recorded message) with the parent/guardian

concerning the suspension and that the paperwork is being sent by mail. If contact cannot be made with the parent/guardian, then the notice may be sent by certified mail. This report shall be mailed and delivery initiated within 24 hours of the start of the suspension or on the next regular workday. Reasonable efforts shall be made to contact the parent/guardian prior to the start of the suspension. If the parent/guardian cannot be reached prior to the start of the suspension, the principal/designee may determine that the suspension will start without the prior contact with the parent/guardian.

Step 5 – The student and parent/guardian have a right to a conference with the principal/designee upon request of the parent/guardian to appeal the discipline imposed. The principal shall have the discretion to reduce or cancel the suspension if it is felt that it would be in the best interest of the student and school to do so.

Step 6 – If the parent/guardian feels that due process was not provided, they may appeal by contacting the office of Student Services or the Assistant Superintendent of Administration to further discuss the matter. This shall not be interpreted as permitting the District administrator to substitute their judgment for the judgment of the principal.

DUE PROCESS PROCEDURES FOR ALTERNATIVE SCHOOL PLACEMENT

Same as for suspension decisions.

DUE PROCESS PROCEDURES FOR EXPULSION

A student accused of an offense which, in the opinion of the principal/designee may require expulsion from school or bus, shall be afforded the due process described below. Additional procedures for students with disabilities are described in the subsection ESE: Suspension and Expulsions. In emergency situations, these procedures may be modified as long as reasonable efforts are made to provide substantially similar opportunities.

Step 1 – The student must be told by the principal/designee of the reason(s) for consideration of expulsion.

Step 2 – The student must be given the opportunity to present the student's side of the matter either verbally or in writing and must have the opportunity to present witnesses to the incident.

Step 3 – The principal/designee shall make a determination as to whether or not the student is guilty of the misconduct, and if so, what the terms of the disciplinary response will be. The student shall be informed of the determination. If the principal/designee determines that there are sufficient grounds for expulsion, then the principal/designee shall inform the student of the suspension from school for ten days and that a recommendation for expulsion is being considered.

Step 4 – The principal/designee shall report in writing to the student's parent/guardian and the Superintendent that the student has been suspended for ten days and that a recommendation for expulsion is being considered. Any suspension notice to a parent/guardian/student shall be hand-delivered by the principal or an administrative staff member, or shall be sent by first-class mail if the principal or an administrative staff member documents a personal contact (not an attempt or recorded message) with the parent/guardian concerning the suspension and that the paperwork is being sent by mail. If contact cannot be made with the parent/guardian, then the notice may be sent by certified mail. This shall be mailed within 24 hours of the start of the initial 10-day suspension or on the next regular workday. Reasonable effort shall be made to contact the parent/guardian prior to the start of the suspension. If the parent/guardian cannot be reached prior to the start of the suspension, the principal/designee may determine that the suspension will start without the prior contact with the parent/guardian.

Step 5 – The Superintendent/designee shall review the principal's recommendation for expulsion within five school days of receipt and shall recommend whatever action is deemed appropriate. The Superintendent shall notify the parent/guardian and the principal/designee of the decision within 24 hours.

Step 6 – The parent/guardian shall have the right to a hearing with the Superintendent/designee to challenge the extension or imposition of an expulsion. The hearing shall be informal in nature and shall be granted on written request.

Step 7 – The parent/guardian/student shall be informed of any alternatives, if appropriate, and changes shall be made in the student's assignment or program.

Step 8 – If the Superintendent decides to recommend expulsion, the parent/guardian shall be notified by certified mail of the hearing at which the School Board will consider the recommendation. Failure to request a hearing in writing in a timely manner shall be considered a waiver of the student's right to a hearing to contest the charges.

Step 9 – The parent/guardian shall have the right to appear before the School Board, as designated depending on circumstances leading to expulsion, which will act on the Superintendent's recommendation for expulsion.

Step 10 – A student who is expelled from the District by School Board action shall not be afforded a rehearing before the School Board unless prior evidence is proven to be false or new evidence is substantiated that was omitted from the original hearing. A request for a rehearing shall be made by the parent/guardian to the Superintendent/designee. The Superintendent's office shall determine whether the expulsion shall be reheard by the School Board.

Note: The Superintendent/designee may recommend to the School Board expulsion of a student who is found guilty of a felony. However, any student subject to discipline or expulsion for the unlawful possession or use of any substance under Chapter 893, Florida Statutes may be entitled to a waiver of the discipline or expulsion if the student divulges information leading to the arrest and conviction of the person who supplied such controlled substance or if the student voluntarily

discloses the unlawful possession of such controlled substance prior to arrest. For the purpose of this section, “voluntarily discloses” means that the individual comes forward on his/her own volition, without coercion from outside influences (§1006.09, Florida Statutes).

ESE: SUSPENSIONS AND EXPULSIONS

Students with disabilities identified as exceptional education students may be suspended in accordance with SCSD policy for a total of ten days. In case of serious breach of conduct involving the health, safety, and welfare of students and SCSD employees, appropriate alternatives for allowing the student to continue receiving educational programs and services during the suspension may include, but are not limited to, a reduced day program, transfer to a more restrictive placement for a designated period of time, attendance for special class(es) only, modified school day (i.e., student may come to the school campus at the end of the school day for the instructional program), home instruction, and other options.

Any recommendation for the expulsion of any exceptional education student with a disability shall be made in accordance with the rules promulgated by the State Board of Education and Federal Regulations outlined in the Individuals with Disabilities Act (IDEA). The expulsion of an exceptional education student shall not result in a complete cessation of educational services; the District is responsible for providing the student’s education during the expulsion in accordance with a revised Individual Education Plan (IEP). The principal/designee is responsible for taking appropriate action consistent with School Board policy and the Procedural Safeguards for Parents of Students with Disabilities. The following procedures shall be followed for the expulsion of exceptional education students:

- **Step 1** – The principal shall be responsible for convening a manifestation committee. The committee shall include, but not be limited to, the Director of Student Services/designee, the school psychologist, the guidance counselor, ESE school specialists, the involved ESE teacher, and the principal/administrative designee. Proper parent/guardian notification/invitation procedures must be followed.
- **Step 2** – The committee shall review the student’s IEP and shall determine whether the student’s behavior bears a relationship to the student’s exceptionality. This decision will be taken into consideration when reviewing all evidence and making recommendations. If the committee determines the student’s behavior is in relation to the exceptionality, the team may modify the student’s IEP in accordance with current needs, and expulsion will not be applied (cessation of educational services is not an option for a student with a disability). Procedures in State Board of Education Rules shall apply when a student’s conduct does not bear a relationship to the exceptionality.
- **Step 3** – The decision of the committee shall be documented. The student’s IEP may be revised to reflect a modification of the current special program or an alternative placement or an indication that the exceptionality is not a precipitating factor and the student is expected to behave in accordance with the rules established in the Student Conduct and Discipline Code.
- **Step 4** – Any change from the student’s school placement to an alternative education setting must be reviewed within 45 days. The principal/designee of student’s home school must attend the meeting to review the interim alternative education placement prior to extending the alternative setting or returning the student to his/her home school.
- **Step 5** – The principal/designee is responsible for taking appropriate action consistent with School Board policy and the Procedural Safeguards for Parents of Students with Disabilities.

SCHOOL COUNSELING PROGRAMS

All SCSD schools have certified school counselors that provide a variety of services to students. These services are presented to students in classrooms, small groups, and in individual counseling sessions. If you do not wish your child to have access to these programs and activities, please notify the school principal in writing.



SUWANNEE COUNTY SCHOOL DISTRICT
SCHOOL CALENDAR
2019-2020

MY CHOICE for High Quality Education!

July 2019					
July 1-31: Summer Work Schedule July 4: Holiday	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30	31		

January 2020					
Jan 1-3: Christmas Break Jan 6: Teacher Work Day Jan 7: Students Return Jan 17: PD Day Jan 20: MLK Holiday			1	2	3
	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	31

August 2019					
Aug 5: Return to 5 day weeks Aug 5-8: Pre-Planning Days Aug 12: First Day for Students Aug 26: PD Day				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

February 2020					
Feb 14: PD Day Feb 17: Presidents Day	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28

September 2019					
Sept 2: Labor Day Holiday Sept 23: PD Day	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30				

March 2020					
Mar 13: End of Quarter 3 (45 days) Mar 16: Teacher Work Day Mar 23: County PD Day	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30	31			

October 2019					
Oct 11: End of Quarter 1 (42 days) Oct 14: Teacher Work Day Oct 28: PD Day		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30	31	

April 2020					
April 10: Good Friday Holiday April 20-24: Spring Break April 27: PD Day			1	2	3
	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	

November 2019					
Nov 11: Veterans Day Holiday Nov 25-29: Thanksgiving Break					1
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29

May 2020					
May 25: Memorial Day Holiday May 28-29: Early Release May 29: End of Quarter 4 (45 days) May 29: Last Day for Students					1
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29

December 2019					
Dec 20: Early Release Dec 20: End of Quarter 2 (42 days) Dec 23-31: Christmas Break	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30	31			

June 2020					
June 1: Post-Planning Day June 1-30: Summer Work Schedule	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30			

☒ PD Day – Holiday for students.

☒ Holidays for 10/11 month teachers, students, bus drivers, food service workers, and paraprofessionals.

☒ Teacher Work Day - Holiday for students, bus drivers, food service workers, and paraprofessionals (as assigned).

☐ Holidays for ALL employees and students.

* Early Release days may be subject to change with prior notice.
* PD Days may be converted to student days if needed for storm make-up days.

SCSB Approved 12/18/2018
Revised 04/09/2019



SUWANNEE COUNTY SCHOOL DISTRICT
SCHOOL CALENDAR
2019-2020

MY CHOICE for High Quality Education!

Pre-Planning: August 5 – 9, 2019

Post-Planning: June 1, 2020

NINE WEEK PERIODS AND REPORTING DATES

First nine weeks/term:

Progress reports will be distributed	Friday, September 13, 2019
End of first nine weeks/mid 1 st term	Friday, October 11, 2019
Grade reports go out	Friday, October 18, 2019

Second nine weeks/term:

Progress reports will be distributed	Friday, November 15, 2019
End of second nine weeks/end of 1 st term	Friday, December 20, 2019
Grade reports go out	Friday, January 10, 2020

Third nine weeks/term:

Progress reports will be distributed	Friday, February 7, 2020
End of third nine weeks/mid 2 nd term	Friday, March 13, 2020
Grade reports go out	Friday, March 20, 2020

Fourth nine weeks/term:

Progress reports will be distributed	Friday, April 17, 2020
End of fourth nine weeks/end of 2 nd term	Friday, May 29, 2020
The school office is responsible for the distribution of report cards at the end of the year.	

TEACHERS' WORKDAYS

October 14, 2019	January 6, 2020	March 16, 2020
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PROFESSIONAL DEVELOPMENT (PD) DAYS (7.25 DAYS – EXCEPT **COUNTY PD DAY)

August 26, 2019	January 17, 2020	April 27, 2020
September 23, 2019	February 14, 2020	
October 28, 2019	March 23, 2020**	

HOLIDAYS 12-Months

July 4, 2019	December 23-31, 2019	April 10, 2020
September 2, 2019	January 1, 2020	April 20-22, 2020
November 11, 2019	January 20, 2020	May 25, 2020
November 25-29, 2019	February 17, 2020	

HOLIDAYS Students

August 26, 2019	November 25-29, 2019	March 23, 2020
September 2, 2019	December 23-31, 2019	April 10, 2020
September 23, 2019	January 1-6, 2020	April 20-27, 2020
October 14, 2019	January 17-20, 2020	May 25, 2020
October 28, 2019	February 14-17, 2020	
November 11, 2019	March 16, 2020	

TEACHER PAID HOLIDAYS (6)

Labor Day	Christmas Day
Veterans Day	Martin Luther King Jr. Day
Thanksgiving Day	Presidents' Day

- Paraprofessionals will work all student days, six (6) Professional Development Days, plus five (5) of the following days as determined by the school principal: Pre-Planning Days, Post-Planning Day, Teacher Work Days.
- Food Service and Bus Drivers work six(6) Professional Development Days as determined by their supervisor.
- 10 months personnel work 196 days.
- 11 months personnel work 216 days.

SCSB Approved 12/18/2018
Revised 04/09/2019

SUWANNEE DISTRICT SCHOOLS DIRECTORY

SCHOOLS:

Branford Elementary School	935-5700
Guidance	935-5704
Nurse	935-5707
Branford High School.....	935-5600
Attendance Office	935-5601
Athletic Department.....	935-5620
Guidance (Grades 9-12)	935-5607
Guidance (Grades 6-8)	935-5608
Nurse	935-5609
Suwannee Elementary School	647-4400
Guidance	647-4453
Nurse	647-4465
RIVEROAK Technical College	647-4200
Night School/Community Education	647-4200
Student Services	647-4210
Financial Aid.....	647-4214
Suwannee High School.....	647-4000
Athletic Department.....	647-4046
Attendance.....	647-4004
Guidance	647-4005
Nurse	647-4023
Suwannee Intermediate School	647-4700
Guidance	647-4704
Nurse	647-4710
Suwannee Middle School	647-4500
Guidance	647-4507
Nurse	647-4513
Suwannee Primary School.....	647-4300
Guidance	647-4305
Nurse	647-4307
Suwannee Virtual School	647-4248
Coordinator	647-4243

DISTRICT DEPARTMENTS:

Assistant Superintendent of Administration	647-4610
Assistant Superintendent of Instruction.....	647-4647
ESE Parent Liaison.....	647-4640
Facilities	647-4156
Title I	647-4637
Finance 647-4608	
Food Service.....	647-4177
Home School/Virtual School.....	647-4243
Homeless Advocate	647-4638
Human Resources.....	647-4634
Information Technology.....	647-4100
School Board District Office.....	647-4600
School Safety.....	647-4628
Student Services	647-4638
Superintendent of Schools	647-4600
Suwannee Opportunity School.....	TBD
Transportation Office (7:00 a.m. – 4:00 p.m.).....	647-4125
Transportation Shop (5:00 a.m. – 7:00 a.m. and 4:00 p.m. – 5:00 p.m.).....	647-4141

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

And

North Central Florida Hospice, Inc

D/B/A

Haven Hospice

6037 US Hwy 90

Lake City, FL 32055

This Agreement is entered into on July 1, 2019, between the Suwannee County School Board (SCSB) and North Central Florida Hospice, Inc. d/b/a Haven Hospice (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 upon the date of execution by both parties through June 30, 2020; 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. For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein.

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: _____
Ted L. Roush
Superintendent of Schools

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

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

North Central Florida Hospice, Inc.

D/B/A

Haven Hospice

6037 US Hwy 90

Lake City, FL 32055

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

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

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

HEALTHCARE SUPPORT STAFF EXTERNSHIP TRAINING AGREEMENT

This Agreement is entered into on the 1st day of July, 2019 by and between CVS Health, Inc., with offices at One CVS Drive, Woonsocket, RI 02895, on behalf of itself and its subsidiaries and affiliates, including for the avoidance of doubt CVS Pharmacy, Inc L.L.C.; Caremark, L.L.C.; Omnicare, L.L.C.; and Minute Clinic, L.L.C. and entities (collectively, "CVS Health") and Suwannee County School Board (SCSB), with offices at RIVEROAK Technical College (the "School").

WHEREAS, the School has established, as part of its Healthcare Support Staff program, an institutional externship training (hereinafter referred to as the "Training Program") at the option of a student (hereinafter referred to individually, as a "Student" and collectively, as the "Students"), which requires clinical facilities, equipment, services and tutelage by approved practitioners of pharmacy or nurse practitioners or physician assistants (hereinafter referred to as "Trainers") to provide this practical experience; and

WHEREAS, CVS Health has the appropriate facilities, equipment, services and Trainers to provide the necessary practical experience for the benefit of the Students;

NOW THEREFORE, it is agreed by and between the School and CVS Health that:

A. The School will:

1. Appoint a primary contact (hereinafter the "School Coordinator") at the School to coordinate performance of the School's responsibilities hereunder.
2. Provide information regarding dates for period of instruction, in accordance with the School calendar and forecasts of Students to be assigned to CVS Health.
3. If requested by CVS Health, ensure that all Students meet current immunization standards as may be necessary to safeguard public health.
4. Authorize the School Coordinator to serve as liaison between the School and CVS Health to achieve the objectives of the Training Program.
5. Ensure that all Students satisfy state licensure and/or registration requirements and, upon request, provide a copy of the related license and/or registration documentation to CVS Health.
6. Ensure that all Students satisfy CVS Health requirements for individuals to access and train in the pharmacy, including but not limited to, ensure that every Student, prior to the beginning of their training, completes the Student Statement and Acknowledgement Form, attached here as Exhibit A.
7. Provide workers' compensation insurance for Students, to the extent required by law.

B. CVS Health, consistent with its primary obligations to care for its patients and consistent with its available space and facilities will use commercially reasonable efforts to implement the objectives of the Training

School Initials: _____
CVS Health Initials: _____

Program, in cooperation with the School, by undertaking the following:

1. Instruction in HealthCare Support Staff skills and knowledge at a CVS Health location in accordance with guidelines and objectives of the Training Program.
 2. Provide information regarding dates for period of instruction, in accordance with the Agency calendar and forecasts of Participants to be assigned to CVS Health.
 3. Completion of records and reports necessary for the conduct and verification of a Student's participation.
 4. Acceptance of Students as recommended by the School to be assigned to Trainers of CVS Health.
 5. Provision of existing equipment, facilities, supplies and services for Students assigned to CVS Health, as may be necessary, in the opinion of CVS Health, to attain the objectives of the Training Program.
- C. No stipend or wages of any kind will be provided to Students. Students will be responsible for their transportation and other expenses, including meals. It is specifically agreed that neither the School nor CVS Health shall be responsible for costs or expenditures incurred by the other in the conduct of the Training Program. Moreover, the parties acknowledge and agree that at no point during the term of this Agreement or thereafter shall the School provide CVS Health with any monetary consideration in connection with CVS Health's participation in the Training Program.
- D. CVS Health and the School agree that no Student shall be an employee or agent of CVS Health and that no Student shall be deemed an employee or agent of CVS Health for any purpose whatsoever. CVS Health and the School also agree that CVS Health is not a joint employer of any Student. To the extent that CVS Health is deemed to be an employer of a Student, to any degree, the School shall be responsible for any damages, penalties, attorneys' fees, or fines associated with such a determination, including unpaid wages. The parties acknowledge and agree that CVS Health will in no way be under any legal obligation with respect to the Training Program, by virtue of this Agreement or any other expression, written or otherwise, to hire any Student upon the termination of the Training Program or this Agreement, whichever occurs first. The parties acknowledge and agree that, during the term of this Agreement, in no such event shall a Student displace any current or future employee of CVS Health.
- E. Students and employees of the School shall adhere to the rules, regulations, procedures and policies of CVS Health while on CVS Health premises and during the course of instruction in the Training Program, including, but not limited to, rules stated in the Student Statement and Acknowledgement Form, attached hereto as Exhibit A. CVS Health shall have the right in its sole discretion to immediately terminate the participation of any Student in the Training Program without any liability in the event that a Student violates any CVS Health rule, regulation, procedure or policy. CVS Health shall notify the designated School representative as soon as reasonably possible if such termination occurs. CVS Health reserves the right to take immediate action where expedient to maintain the operation of its facilities free from the disruption, including, but not limited to, cancelling or re-scheduling training sessions and relocating Students to different CVS Health locations without advance notice.
- F. Students shall complete all introductory activities and orientations as deemed necessary by CVS Health.

School Initials: _____
CVS Health Initials: _____

The School acknowledges that Students may be required to provide certain personal information, including, but not limited to, date of birth, to access CVS Health's web-based training applications and to be subjected to any and all background checks and screening deemed required by CVS Health.

- G. The School shall furnish insurance and keep it in full force and effect at all times during the term of this Agreement (with a five-year tail if claims-based), naming CVS Health Corporation as an additional insured party for all obligations of the School to CVS Health hereunder, up to the limits of liability set forth below. The policies shall be underwritten by an insurance company that carries an A- or better rating from A.M. Best. Each policy shall provide that such insurance will be primary insurance with respect to CVS Health Corporation and its subsidiaries and affiliates. The certificate of insurance, which CVS Health may request in writing during the term of this Agreement, shall contain a clause that the insurer will not cancel or implement material adverse changes in the insurance without first giving CVS Health thirty (30) days' prior written notice.
- General Liability Coverage, for personal or bodily injury and property damage, including Broad Form Endorsement, in combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence.
- H. CVS Health agrees to indemnify and hold harmless the School, and its officers, directors, employees, faculty, agents, servants, and students with respect to any and all claims, damages, lawsuits and expenses (including attorneys' fees) against the School resulting from omissions or acts of negligence or willful misconduct committed by CVS Health, or any of CVS Health's directors, agents, officers, servants or employees (except in any such case any Student).
- I. The School agrees to indemnify and hold harmless CVS Health, and its officers, directors, employees, agents, and servants with respect to any and all claims, damages, lawsuits and expenses (including attorney's fees) against CVS Health resulting from omissions or acts of negligence or willful misconduct committed by the Student, the School or any of the School's directors, agents, officers, faculty, other students, or employees.
- J. The School recognizes that the Students, during the period in which the Students are providing services to CVS Health, may gain knowledge of, have access to, or otherwise obtain certain confidential information about CVS Health. Neither the School nor its agents, officers, faculty, students (including the Students), or employees shall make copies of, take, distribute, disclose, directly or indirectly, or otherwise use at any time, during the term of this Agreement or thereafter, any such confidential information concerning CVS Health, including, but not limited to, financial, accounting, personnel, statistical, or prescription information, or any process, compilation of information, record or specification, or any information concerning CVS Health's business operations, inventory, products, customers, clients, patients or research and development program (collectively referred to as "CVS Health Confidential Information") without the prior written consent of CVS Health, except as may be necessary in the performance of the duties of the School and/or a Student under this Agreement. As part of its duties pursuant to the foregoing, and not by way of limitation, the School shall not disclose CVS Health Confidential Information of a CVS Health entity, subsidiary or affiliate thereof to another CVS Health entity, affiliate or subsidiary except as explicitly permitted hereunder. The School agrees to restrict dissemination of CVS Health Confidential Information to the School's personnel and agents, including the Students, on a "need-to-know" basis. All copies of such CVS Health Confidential Information in written,

School Initials: _____
CVS Health Initials: _____

graphic or other tangible form shall be returned to CVS Health upon request or upon the termination of this Agreement, whichever is sooner. All copies of such CVS Health Confidential Information in electronic form shall be destroyed upon the written request of CVS Health. All School personnel and agents, including the Students, providing services for CVS Health pursuant to this Agreement shall be advised of the confidentiality provisions of this Agreement and shall be required to execute an acknowledgment that they are personally bound by said provisions. The foregoing contractual duties to protect CVS Health Confidential Information are in addition to, and not a substitution for, any greater or additional duties imposed by law. The School's obligations in this section shall survive the termination of this Agreement.

- K. The School and CVS Health have non-discriminatory policies. Neither party shall discriminate against any assigned Student or other representative of the other party during the course of the Training Program on the basis of age, religion, race, color, creed, sex, veteran status, national origin, disability or any other characteristic protected by law.
- L. This Agreement shall be governed by the laws of the State of Florida
- M. Any notices ("Notice") by either party to the other shall be made by registered or certified mail or by overnight courier service, provided that a receipt is required, and mailed to the addresses noted below, which may be changed by either party by written Notice to the other party.

CVS:
CVS Health, Inc.
Workforce Initiatives
CVS Regional Learning Center
1544 Piedmont Avenue
Atlanta, GA 30324
ATTN: Mike Romesburg, Lead Manager Workforce Initiatives

School:
Suwannee County School Board
1729 Walker Avenue, SW, Suite 200
Live Oak, FL 32064

RIVEROAK Technical College
415 Pinewood Drive SW
Live Oak, FL 32064

- N. This Agreement, together with each exhibit, constitutes the entire agreement of the parties to this Agreement and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof. This Agreement may be

School Initials: _____
CVS Health Initials: _____

amended by mutual written consent of the parties.

- O. This Agreement shall become effective upon execution by the second signatory hereto, and will thereafter automatically renew for one-year terms; provided, either party may terminate this Agreement upon ten (10) days' prior written notice to the other. In the event of any such termination by CVS Health, CVS Health shall use commercially reasonable efforts to allow those Students already participating in the Training Program to complete their assignment at CVS Health.
- P. For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT C which is incorporated by reference herein.

Executed and acknowledged as the Agreement by an authorized representative of each party:

By: **CVS Health, Inc.**

By: **Suwannee County School Board ***

Signature

Signature

Esther Yanira Hurst
Name - Print or type

Ed daSilva
Name - Print or type

Workforce Initiatives Manager
Title

School Board Chairperson
Title

"Approved as to Form and Sufficiency

BY _____

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

Signature

Ted L. Roush
Name – Print or type

Superintendent
Title

* If the School has made no changes to this Agreement, please initial here _____

Last Updated: August 9th, 2016

School Initials: _____
CVS Health Initials: _____

EXHIBIT A
PARTICIPANT STATEMENT AND ACKNOWLEDGMENT
FAIR LABOR STANDARDS ACT

As a participant participating in an externship/clerkship training program (the "Training Program") at CVS Health, Inc. (or any of its affiliates, subsidiaries or related companies) including, without limitation, CVS Pharmacy, L.L.C.; Caremark, L.L.C., Omnicare L.L.C., and MinuteClinic, L.L.C.; or Minute Clinic, L.L.C. (hereinafter collectively referred to as "CVS Health"), you are participating in the Training Program for your benefit as part of your education. Although the Training Program includes the actual operation of a CVS Health facility, it is similar to training you would be given in an educational environment. During the Training Program you will work under close supervision of existing staff and will not displace any regular CVS Health employees. **You will not be an employee of CVS Health and are not eligible for any wages or benefits from CVS Health.** At the conclusion of this Training Program you are not entitled to a job with CVS Health. Further, CVS Health derives no immediate advantage from your participation in the Training Program and on occasion CVS Health's operations may actually be impeded. CVS Health reserves the right to end your participation in the program at any time with or without notice or cause.

CUSTOMER/PATIENT CONFIDENTIALITY

As a participant participating in the Training Program, it is critical that all CVS Health team members (including you) protect and maintain as absolutely confidential CVS Health Confidential Information defined as: (1) personally identifiable information (PII) of customers and protected health information (PHI) of patients that you may have access to, or otherwise become aware of (for example, this includes information relating to prescriptions, diagnoses, therapy, family data, and any other personal information regarding a customer); and (2) all proprietary information relating to the business of CVS Health, including financial data and analyses, trade secrets, intellectual property, technological information and any other information deemed proprietary by CVS Health.

To that end, it is the policy of CVS Health that all members of our team, including you, shall, **at all times**, maintain and protect CVS Health Confidential Information. You shall not use, access, disclose or otherwise discuss CVS Health Confidential Information with other CVS Health team members (including, for example, CVS Pharmacy, Caremark, Coram, Omnicare, or Minute Clinic employees or other participant volunteers), personnel or with any person outside of the CVS Health organization except on a need-to-know basis to perform your externship/clerkship training functions. Any third party requests or inquiries for CVS Health Confidential Information must be directed to your immediate training supervisor. Any questions or concerns regarding this policy should be directed to your immediate training supervisor. You are also required to review, acknowledge, and comply with all CVS Health privacy and security policies and procedures and Code of Conduct, which are described in the employee handbook, a copy of which has been provided to you on or prior to the date thereof, while participating in an externship/clerkship training program at CVS Health.

Adherence to these requirements is a condition of your participation in the Training Program at CVS Health. You should be aware that any unauthorized use, access to or disclosure of customer/patient information may expose you and your agency to legal claims by customers or their family members for improper disclosure of PII and/or PHI. In addition, anyone who releases, uses or discloses such information without proper authorization may be subject to civil and/or criminal penalties under state and federal laws.

Please acknowledge your receipt of this statement by signing below and returning the signed original to your supervisor. If you wish, you may have a copy for your reference.

Reviewed and Acknowledged by:

Signature: _____
 Print Name: _____ Date: _____

School Initials: _____
 CVS Health Initials: _____

EXHIBIT B**LOSS PREVENTION POLICY/PROCEDURES**

The following guidelines are intended to provide all CVS Health store employees and non-employee interns with important information regarding sales transactions, personal purchases, and general security procedures. These highlight some, but not all, of the company's loss prevention procedures.

SALES TRANSACTIONS:

Each transaction with a customer must be completed before the next customer is served. This includes receiving the amount tendered, giving the customer their change and receipt, placing the money in the drawer, and closing the drawer. Separate sales, regardless of size, must not be grouped into a single register recording. Each customer must be waited on, in turn, and be issued a receipt. In the event that a customer refuses a receipt, or leaves the exact amount and hurries on, this sale must be recorded immediately and the receipt in both cases must be torn in half and discarded. As a loss prevention measure, CVS Health utilizes a shopping service which visits your store regularly to observe if sales transactions are being rung up properly, and to observe that all register procedures are being followed correctly. As part of your orientation, your Store Manager will review the Shopper Observation report with you. Your Store Manager, District Manager, Field Auditor, and Loss Prevention Representative regularly perform complete or partial audits. These audits include cashing out registers at random and reviewing all detail tapes and register/cashier verifications since the last audit for compliance with register procedure.

PERSONAL PURCHASES:

At no time may you ring up your own purchases. At no time may you leave the store with merchandise that has not been paid for (including processed employee film). All merchandise to be consumed during your work shift, such as beverages, chips, candy, gum, cigarettes, etc., must be purchased prior to its consumption. You must retain the sales receipt from this purchase until the merchandise has been consumed. Personal purchases must be rung by another employee. The bag of merchandise must be stapled closed with the receipt attached and must be retained in the Manager's office until the end of your work shift. Merchandise purchased with an employee discount is for the personal consumption of the employee or the employee's immediate family. Discount cards are to be used only by the employee or the employee's spouse. The merchandise may not be resold. (Note: interns will not have the employee discount card.)

GENERAL SECURITY PROCEDURES:

Any bags of merchandise from other stores that you bring to work must be stapled closed and retained in the Manager's office until the end of your work shift. All handbags must be secured in your assigned locker. Merchandise for which you have not paid may not be stored in your locker. Pocketbooks, gym bags, etc., which do not fit in your locker, must be retained in the Manager's office until the end of your work shift. All merchandise removed from the store must be in a bag and stapled closed with a receipt attached. CVS Health reserves the right to inspect all packages, pocketbooks, bags, etc., at the time you leave the store. Lockers and locks remain company property, and CVS Health reserves the right to inspect locker contents at any time. Only a company-issued lock should be used on your assigned locker.

Please acknowledge your receipt of the Loss Prevention Policy/Procedure statement by signing below. If you wish, you may have a copy for your reference.

Reviewed and Acknowledged by:

Signature: _____
 Print Name: _____ Date: _____

School Initials: _____
 CVS Health Initials: _____

EXHIBIT C

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

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

School Initials: _____
CVS Health Initials: _____

MINORITY TEACHER RECRUITMENT PLAN 2019-2020

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

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

ACTIONS

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

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

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