SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
July 25, 2017

AGENDA

Call to Order - 6:00 p.m.

Student remarks and pledge to the flag by Branford High School

Special Recognition by the Superintendent:

- Hugh Mills, Retired Director of Transportation – Awarded the Florida Association for Pupil Transportation's *Pioneer in Student Transportation Award*

- Suwannee FFA Alumni Chapter – Recognized as the *#1 FFA Alumni Chapter* for the state of Florida

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. 7-31)**

June 20, 2017	- Workshop Session
	- Special Meeting
June 27, 2017	- Regular Meeting

2. The Superintendent recommends approval of the monthly financial statement for June 2017.

3. The Superintendent presents the following bills for the period June 1-30, 2017:

General Fund		
#166732 - 167239	$	3,226,123.46
Electronic Fund Transfers		3,065,968.00
	$	6,292,091.46
Federal Fund		
#49465 - 49654	$	506,137.62
Electronic Fund Transfers		592,932.48
	$	1,099,070.10
Food Service Fund		
#31632 - 31771	$	415,241.39
Electronic Fund Transfers		81,076.87
	$	496,318.26
LCIF		
#7570 - 7582	$	737,749.58
Electronic Fund Transfers		0.00
	$	737,749.58

4. The Superintendent recommends approval of the following budget amendments for fiscal year 2016-2017:

General	LCIF	Special Revenues
I-12	III-12	IV-10 (Food Service)
		IV-12 (Federal)

5. The Superintendent recommends approval for disposal of property as per the attached Property Disposition Form dated July 25, 2017. **(pgs. 32-33)**

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

#2018-51	Humana Wellness Services Agreement between Harris, Rothenberg International Inc. d/b/a Humana Wellness and Suwannee County School Board (*Renewal*) **(pgs. 34-69)**
#2018-53	Memorandum of Understanding between Florida Virtual School and Suwannee County School Board for all students within the Blended Learning Community (*Renewal*) **(pgs. 70-74)**
#2018-54	Memorandum of Understanding between Florida Virtual School and Suwannee County School Board for all students within the Virtual Learning Lab (*Renewal*) **(pgs. 75-78)**
#2018-53	Florida Virtual School Franchise Agreement for State of Florida School District between the Board of Trustees of the Florida Virtual School and Suwannee County School Board (*Renewal*) **(pgs. 79-114)**
#2018-56	Gateway Educational Computing Consultants Project Resolution and Contract for District Participation between the School Board of Washington County, Florida, fiscal agent for the Panhandle Area Educational Consortium (PAEC) and the District School Board of Suwannee County (*Renewal*) **(pgs. 115-117)**
#2018-57	PAEC Student Data Services Resolution and Contract for District Participation between the School Board of Washington County, Florida, fiscal agent for the Panhandle Area Educational Consortium (PAEC) and PAEC Student Data Services and the District School Board of Suwannee County, Florida (*Renewal/Revised*) **(pgs. 118-121)**
#2018-63	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. 122-129)**

#2018-64 Agreement for Educational Staffing between Kelly Services, Inc. and Suwannee County School Board for substitute Teachers, Paraprofessionals, Retiree DROP Program Participants, School Nutrition (Food Service) Workers, and Custodians (*Renewal/Revised*) **(pgs. 130-149)**

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

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Hayne	Allbritton	Suwannee	Hamilton	1
Sarah	Godwin	Suwannee	Hamilton	10
Olivia	Goolsby	Suwannee	Hamilton	1
Daniel	Hendry	Suwannee	Hamilton	5
Chase	Hodge	Suwannee	Hamilton	2
Matt Andrew	Hodges	Suwannee	Hamilton	1
Patrick Holt	Hodges	Suwannee	Hamilton	PK
Victoria	Marshall	Suwannee	Columbia	10
Luke	Ramsey	Suwannee	Dixie	10
Seth	Ramsey	Suwannee	Dixie	7
Chelsee	Shipp	Suwannee	Hamilton	VPK
Barrett	Young	Suwannee	Lafayette	9
Braxton	Young	Suwannee	Lafayette	7
Hannah	Young	Suwannee	Lafayette	7

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Hunter	Hawthorne	BHS	SHS	12
McKayden	Wilkerson	SMS	BHS	6

REGULAR AGENDA

Assistant Superintendent of Administration – Bill Brothers:

1. The Superintendent recommends approval of the Suwannee County School District Emergency Management Plan for 2017-2018. (A copy is available for review in the office of the Assistant Superintendent of Administration.) **(pg. 150)**

Director of Student Services – Debbie Land:

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

   #2018-61 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida and Bauer Child Development Services, LLC to provide part-time Speech Language Pathologist services (*New*) **(pgs. 151-164)**

Director of Human Resources – Walter Boatright:

3. The Superintendent recommends approval of the Suwannee County School District Employee Handbook for 2017-2018. **(pgs. 165-201)**

4. The Superintendent recommends approval of the 2017-2018 Minority Teacher Recruitment Plan. (A copy is available for review in the office of the Director of Human Resources.) **(pg. 202)**

5. The Superintendent recommends approval of the Suwannee County School District 2016-2017 Annual Update to the Florida Educational Equity Act Plan. (A copy is available for review in the office of the Director of Human Resources.) **(pg. 202)**

6. Personnel Changes List **(pgs. 203-208)**

School Board Attorney – Leonard Dietzen:

7. Legal Counsel's Report

Superintendent of Schools – Ted Roush:

8. Superintendent's Report

School Board Members:

9. Issues and concerns Board members may wish to discuss

End of Agenda

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
June 20, 2017

MINUTES

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

Administrators and others present: Walter Boatright, Mark Carver, Janene Fitzpatrick, Ronnie Gray, Leah Harrell, Malcolm Hines, Debbie Land, Chris Landrum, John Olson, T.J. Vickers, and Jimmy Wilkerson.

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

Superintendent Update ..... Ted Roush

Mr. Roush provided information on the following:

- Land Acquisitions – Branford Property and Heinking Building

  - Branford Property – Mr. Roush provided information regarding a new proposal for purchase in which the seller offered to gift the District $60,000 and sell the 13 ½ acres for $210,000 (originally asking $270,000). Discussion followed. Consensus of the Board was to proceed with exploring the costs and feasibility, as well as the District's finances. Mr. Taylor suggested a counter offer to the seller. Mr. Roush stated that three different options will be brought back for discussion at a future workshop.

  - Heinking Building – Mr. Carver stated the environmental study is in process, and the appraisal has been initiated; looking at two to three weeks for completion of the study and appraisal. Final approval by the city should be discussed at their meeting in July.

- Land in Front of Suwannee Elementary School

  - Mr. Roush distributed a map of the property showing Suwannee Elementary School (SES) and Gordon Tractor Company (GTC). Mr. Alcorn had received several complaints and questions regarding Gordon Tractor using District property and the liability involved. Mr. Roush stated many years ago a "gentleman's agreement" was put in place for GTC to use the property in return for them mowing the field in front of SES. Consensus of the Board was to proceed with offering GTC to purchase additional property (up to one acre) behind their property (west side).

- Student Conduct and Discipline Code for 2017-2018 **(pgs. 2-39)**

  - Mr. Roush reviewed the proposed changes. Mr. Taylor stated that we need to address teachers dressing appropriately and professional—no shorts, no t-shirts, and no flip flops—need to establish a dress code for employees. He also suggested that a box be placed in each classroom at the door and all cell phones go in the box as students come in the classroom. Mr. Dietzen stated that a dress code for employees must be negotiated; and in the end, there typically is no dress code. Mr. Taylor stated that a dress code needs to be established for our employees. Mr. Roush stated that this item will be discussed in a future Executive Session.

- Value Adjustment Board (VAB) Nominees

  - Mr. Roush shared that Bill O'Connor and Jenny Lloyd have agreed to continue serving in their current citizen appointed positions on the VAB; this item will be on the June 27 Board agenda for discussion and approval.

Facilities Department Update.....Mark Carver

Mr. Carver provided a PowerPoint presentation on the following:

- Custodial supply bid extended for one year
- Five Year Plant Survey
- Miscellaneous summer projects throughout the District

Personnel Item – Transportation Department ..... Chris Landrum

Mr. Landrum provided information on the following:

- Pre-employment form
- Seon contract

Assistant Superintendent of Instruction ..... Janene Fitzpatrick
Department Update

Mrs. Fitzpatrick provided information for the following:

- Mrs. Fitzpatrick deferred to Mrs. Land, who provided information regarding the revisions to the Special Programs and Procedure (SP&P) document
- Information regarding a contract for the agenda addendum for June 27 Regular Meeting
- Personnel items for the June 20 Special Meeting agenda
- Pre-review of the Charter School application
- District not being a school readiness district for the 2017-2018 school year--not cost effective. Mr. Alcorn asked Mrs. Fitzpatrick to provide a Q&A sheet to all Board members regarding this issue.
- Distributed and reviewed a handout regarding 2017 FCAT/FSA/EOC Comparison and a draft of School Grades Comparison.

The workshop adjourned at 12:25 p.m.

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
June 20, 2017

MINUTES

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

Chairman Taylor called the meeting to order at 12:34 p.m.

MOTION by Mr. daSilva, second by Ms. Cason, for approval to adopt the agenda, along with the Addendum. MOTION CARRIED UNANIMOUSLY

Assistant Superintendent of Instruction – Janene Fitzpatrick:

1. MOTION by Mr. Alcorn, second by Ms. Cason, for approval of the following contract/agreement for the 2017-2018 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

   #2018-45 Memorandum of Understanding (MOU) of Roles and Responsibilities for Lake City Medical Center "Project SEARCH" between Suwannee County School Board and Lake City Medical Center (Additional participants in this MOU are Progressive Abilities Support Services Inc., Columbia County Schools, and the Florida Division of Vocational Rehabilitation.) **(pgs. 2-20)**

   MOTION CARRIED UNANIMOUSLY

Action on the Agenda Addendum

#1. MOTION by Ms. Cason, second by Mr. White, for approval of the following personnel item for the 2017-2018 school year:

a. Add one part-time Teacher position for the Welding Program at Branford High School. **(pg. A2)**

MOTION CARRIED UNANIMOUSLY

End of Agenda Addendum for Janene Fitzpatrick

Director of Food Service – Lisa Dorris:

2. MOTION by Mr. Alcorn, second by Mr. daSilva, for approval to award the following bid for the 2017-2018 school year:

#18-201 Milk – Bassett Dairy (*New*) **(pg. 21)**

MOTION CARRIED UNANIMOUSLY

Action on the Agenda Addendum

#2. MOTION by Mr. daSilva, second by Ms. Cason, for approval to award the following bid for the 2016-2017 fiscal year:

#17-212 Concession Trailer to Worldwide Trailer Manufacturing (*New*) **(pg. A3)**

MOTION CARRIED UNANIMOUSLY

End of Agenda Addendum for Lisa Doris

Director of Human Resources – Walter Boatright:

3. MOTION by Mr. daSilva, second by Ms. Cason, for approval of the Personnel Changes List **(pgs. 22-25)** MOTION CARRIED UNANIMOUSLY

The meeting adjourned at 12:49 p.m.

SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
June 27, 2017

MINUTES

The Suwannee County School Board met in Regular Session on this date in the School Board Meeting Room, 702 - 2nd Street, NW, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Tim Alcorn, Catherine Cason, and Ed daSilva, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. School Board Member Ronald White arrived at 6:02 p.m.

School Resource Officer Arthur Robinson was also present.

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

Student remarks and pledge to the flag by RIVEROAK Technical College SkillsUSA student organization.

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

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

CONSENT AGENDA

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

1. Approval of the following Minutes: **(pgs. 10-29)**

May 9, 2017	- Workshop Session
	- Special Meeting
May 23, 2017	- Workshop Session (General Fund Budget)
	- Public Hearing
	- Regular Meeting

2. Approval of the monthly financial statement for May 2017.

3. The following bills for the period May 1-31, 2017:

General Fund		
#166499 - 166817	$	1,783,484.44
Electronic Fund Transfers		3,588,445.27
	$	5,371,929.71
Federal Fund		
#49404 - #49484	$	213,101.77
Electronic Fund Transfers		411,278.53
	$	624,380.30
Food Service Fund		
#31562 - 31663	$	212,834.57
Electronic Fund Transfers		138,541.79
	$	351,376.36
LCIF		
#7558 - 7569	$	80,680.73
Electronic Fund Transfers		243,935.00
	$	324,615.73

4. Approval of the following budget amendments for fiscal year 2016-2017:

General	LCIF	Special Revenues
I-11	III-11	IV-11 (Federal)
		IV-9 (Food Service)

5. Approval for disposal of property as per the attached Property Disposition Form dated June 27, 2017. **(pgs. 30-37)**

6. Approval of the following contracts/agreements for the 2017-2018 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2018-43 North East Florida Educational Consortium (NEFEC) 2017-2018 Membership Master Contractual Agreement between the District School Board of Suwannee County and the District School Board of Putnam County on behalf of NEFEC. The agreement includes the following programs: (*Renewal/Revised*) **(pgs. 38-57)**

- NEFEC Resolution
- NEFEC Main Contract #731-18-051
- NEFEC Instructional Services Program, Attachment #18-051-A1 to Contract #731-18-051 (Janene Fitzpatrick, Designee)
- NEFEC Educational Technology Services, Attachment #18-051-A6 to Contract #731-18-051 (Skyward)
- NEFEC Building Code Administrator, Attachment #18-051-A27 to Contract #731-18-051 (Mark Carver, Designee)
- NEFEC Human Resource Management Network, Attachment #18-051-A43 to Contract #731-18-051 (Walter Boatright, Designee)

#2018-44 Dual Enrollment Articulation Agreement between the District Board of Trustees of North Florida Community College and the District School Board of Suwannee County (*Renewal*) **(pgs. 58-95)**

#2018-47 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida and Independent Training for the Blind, Inc. (*Renewal/Revised*) **(pgs. 96-109)**

#2018-48 Cooperative Agreement between Meridian Behavioral Healthcare, Inc. and the School Board of Suwannee County, Florida (*Renewal*) **(pgs. 110-126)**

#2018-49 Memorandum of Agreement between the State of Florida Department of Health and the Suwannee County School Board for the Provision of School Health Services in Suwannee County (*Renewal*) **(pgs. 127-134)**

#2018-50 E-Rate Forms Processing Contract between the Suwannee County School District and eRate 360 Solutions, LLC (*Renewal/Revised*) **(pgs. 135-149)**

7. Approval of the following student transfers for the 2016-2017 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Austin	Bailey	Columbia	Suwannee	8
Cody	Bailey	Columbia	Suwannee	2
Lindsey	Barnhart	Columbia	Suwannee	6
Madison	Blanton	Columbia	Suwannee	10
Grace	Boswell	Columbia	Suwannee	10
Jeremy	Calhoun	Columbia	Suwannee	6
Shakera	Calhoun	Columbia	Suwannee	9
Caleb	Chesnut	Columbia	Suwannee	2
Elena	Chesnut	Columbia	Suwannee	K
Jayce	Fike	Lafayette	Suwannee	3
Mariah	Flores	Columbia	Suwannee	9
Keagan	Gamble	Lafayette	Suwannee	7
Kreston	Gamble	Lafayette	Suwannee	1
Kaydence	Gardner	Columbia	Suwannee	1
Kymber	Lawson	Lafayette	Suwannee	1

FIRST NAME	LAST NAME	TO	FROM	GRADE
Sarah	Marsett	Columbia	Suwannee	4
Jewell	Miller	Columbia	Suwannee	4
Elijah	Rife	Columbia	Suwannee	10
Evan	Rolerson	Columbia	Suwannee	3
Marcus	Rolerson	Columbia	Suwannee	5
Kailey	Simmons	Columbia	Suwannee	K
Sarah	Swindell	Lafayette	Suwannee	11
Addyson	Teasley	Columbia	Suwannee	3
Jordan Anne	Tessier	Columbia	Suwannee	8
Haley	Touchton	Columbia	Suwannee	10
Evangeline	Zander	Lafayette	Suwannee	1
Emily	Bowen	Suwannee	Hamilton	8
Dylan	Cruz	Suwannee	Columbia	3
Anna	Deadwyler	Suwannee	Lafayette	8
Chancy	Deadwyler	Suwannee	Lafayette	11
Dallas	Deadwyler	Suwannee	Lafayette	3
Delaney	Deadwyler	Suwannee	Lafayette	6
Adalynn	Harris	Suwannee	Lafayette	PK
Callie	Harris	Suwannee	Lafayette	3
Ella	Harris	Suwannee	Lafayette	2
Trace	Hayes	Suwannee	Gilchrist	4
Kasen	Jenkins	Suwannee	Columbia	K
Frank	Kalamon	Suwannee	Hamilton	K
Patrick	Kennedy	Suwannee	Columbia	5
Rhema	Kennedy	Suwannee	Columbia	K
Lane	Lanier	Suwannee	Hamilton	K
Dyamy	Luera	Suwannee	Columbia	K
Kaden	McKire	Suwannee	Hamilton	6
Mary	McKire	Suwannee	Hamilton	10
Yahimar	Medina	Suwannee	Columbia	7
Arianna	Morgan	Suwannee	Hamilton	4
Jayden	Morgan	Suwannee	Hamilton	3

FIRST NAME	LAST NAME	TO	FROM	GRADE
Layla	Roberts	Suwannee	Columbia	PK
Lucy Kate	Roberts	Suwannee	Columbia	1
Texas	Sherrell	Suwannee	Lafayette	6
Karter	Suggs	Suwannee	Hamilton	1
Anna	Thompson	Suwannee	Columbia	1
Kevin	Ward	Suwannee	Hamilton	K
Nicole	Ward	Suwannee	Hamilton	1
Peyton	Ward	Suwannee	Hamilton	1
Rebecca	Ward	Suwannee	Hamilton	6

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Wyatt Brody	Lane	SES	BES	3
Michael	Dugan	BHS	SHS	9
Colton	Hayes	BES	SPS	PK

REGULAR AGENDA

Chief Financial Officer – Vickie DePratter:

1. Discussion and action regarding the selection of two School Board members and two Suwannee County business owners to serve on the Value Adjustment Board (VAB) for 2017-2018. **(pg. 150)**

   MOTION by Mr. daSilva, second by Mr. Whihte, for approval of the following individuals to serve on the VAB for 2017-2018:

   Tim Alcorn – Sitting/Primary School Board Member
   Catherine Cason – Alternate School Board Member
   Bill O'Connor – Sitting/Primary School Board-Appointed Citizen Member
   Jenny Lloyd – Alternate School Board-Appointed Citizen Member

   MOTION CARRIED UNANIMOUSLY

2. MOTION by Mr. daSilva, second by Mr. White, for approval to continue expenditures until approval of the final budget for the 2017-2018 fiscal year. **(pg. 151)** MOTION CARRIED UNANIMOUSLY

3. MOTION by Mr. Alcorn, second by Ms. Cason, for approval of the following changes to be made to the purchasing cards issued through First Federal Bank of Florida: **(pg. 152)**

   a. Issue a new card to Kecia Robinson, Coordinator of School Improvement/Title I, in the amount of $5,000
   b. Cancel the current card issued to Lila Udell, Director of Federal Programs

   MOTION CARRIED UNANIMOUSLY

Assistant Superintendent of Administration – Bill Brothers:
(Presented by the Director of Human Resources – Walter Boatright)

4. MOTION by Mr. daSilva, second by Mr. Alcorn, for approval of the 2017-2018 Suwannee County School District Student Conduct and Discipline Code for all elementary and secondary schools. (A copy is available for review in the office of the Assistant Superintendent of Administration.) **(pg. 153)** MOTION CARRIED UNANIMOUSLY

5. MOTION by Mr. daSilva, second by Ms. Cason, for approval of revisions to the following personnel contracts, as well as the corrections noted by Mr. Boatright and Mr. Dietzen to also strike through the additional sentence on each contract that states: "The Teacher/Employee agrees to indemnify and hold the School Board harmless for all damages, claims, losses and actions caused, in whole or in part, by the Teacher's/Employee's negligence or breach of any law, policy or contract."

   a. Probationary Contract of Employment for District Instructional Personnel of the Public Schools **(pgs. 154-155)**
   b. Annual Contract of Employment for District Instructional Personnel of the Public Schools **(pg. 156)**
   c. Professional Service Contract of Employment for District Instructional Personnel of the Public Schools **(pg. 157)**
   d. Continuing Contract of Employment for District Instructional Personnel of the Public Schools **(pg. 158)**

e. Annual Contract of Employment Non-Instructional Education Support Employees of the Public Schools **(pg. 159)**
f. Continuing Contract of Employment Non-Instructional Education Support Employees of the Public Schools **(pg. 160)**

MOTION CARRIED UNANIMOUSLY

Assistant Superintendent of Instruction – Janene Fitzpatrick:

6. MOTION by Mr. daSilva, second by Mr. Alcorn, for approval of revisions to the Exceptional Student Education Policies and Procedures (SP&P) document. (A copy is available for review in the office of the Director of Student Services.) **(pg. 161)** MOTION CARRIED UNANIMOUSLY

7. MOTION by Mr. Alcorn, second by Ms. Cason, for approval of the following personnel item for the 2017-2018 school year:

   a. Transfer one Paraprofessional position from Suwannee Primary School to Suwannee Intermediate School, effective with the 2017-2018 school year **(pg. 162)**

MOTION CARRIED UNANIMOUSLY

Action on the Agenda Addendum

#1. MOTION by Mr. daSilva, second by Mr. Alcorn, for approval of the following contract/agreement for the 2017-2018 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2018-52 Software Agreement between the Suwannee School District and Instructure, Inc. for Canvas K-12 subscription (*New*) **(pgs. A2-A9)**

MOTION CARRIED UNANIMOUSLY

End of Agenda Addendum for Mrs. Fitzpatrick

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

8. MOTION by Mr. daSilva, second by Mr. White, for approval of the 2017-2018 PSAV Adult Course Calendar for RIVEROAK Technical College. **(pgs. 163-164)** MOTION CARRIED UNANIMOUSLY

Director of Facilities – Mark Carver:

9. MOTION by Mr. Alcorn, second by Ms. Cason, for approval of the following bid for the 2017-2018 school year:

   #17-204 An additional one year extension for Custodial Supplies to Ashford Services, Inc. **(pgs. 165-181)**

   MOTION CARRIED UNANIMOUSLY

10. MOTION by Mr. daSilva, second by Mr. White, for approval of the 2017-2021 Five Year Florida Department of Education K-12 Educational Plant Survey. (A copy is available for review in the office of the Director of Facilities.) **(pg. 182)** MOTION CARRIED UNANIMOUSLY

Director of Transportation – Chris Landrum:

11. MOTION by Mr. Alcorn, second by Mr. White, for approval of the following form:

   #7200-135 Suwannee County School District Transportation Pre-Employment/Training Fees Reimbursement Acknowledgement (*New*) **(pgs. 183-185)**

   MOTION CARRIED UNANIMOUSLY

12. MOTION by Mr. White, second by Mr. daSilva, for approval of the following contract/agreement for the 2016-2017 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2017-103 Seon Equipment Purchase and Services Agreement between Suwannee County School Board and Seon (*New*) **(pgs. 186-191)**

MOTION CARRIED UNANIMOUSLY

Action on Agenda Addendum

Director of Human Resources – Walter Boatright:

#2. Personnel Changes List Addendum **(pgs. A10-A12)**

Action on this item was taken along with Item #13 below on the Regular Agenda.

End of Agenda Addendum for Mr. Boatright

Director of Human Resources – Walter Boatright:

13. MOTION by Mr. daSilva, second by Ms. Cason, for approval of the Personnel Changes List, with the following change on Page 197, under Transfer/Reassignment, change Bethany Byrd going to SES (not BHS), replacing Melissa Davis (not Tim Clark); along with the Personnel Changes List Addendum **(pgs. 192-200)** MOTION CARRIED UNANIMOUSLY

PERSONNEL CHANGES APPROVED:

RESIGNATIONS: INSTRUCTIONAL:

RIVEROAK Technical College:
Hilda Collins, Teacher, effective June 13, 2017

Suwannee Elementary School:
Melissa Davis, Teacher, effective June 6, 2017
Melody Handley, Teacher, effective June 6, 2017

Suwannee High School:
Rhoda Broughton, Teacher, effective June 6, 2017
Robert Marski, Teacher, effective June 5, 2017

Suwannee Intermediate School:
Scott Conley, Teacher, effective June 6, 2017
Adrienne Taylor, Teacher, effective June 6, 2017

Suwannee Virtual School:
Amanda K. Brown, Curriculum Coordinator, effective June 29, 2017

RESIGNATION: NON-INSTRUCTIONAL:

Facilities:
Jon Hunsinger, Maintenance Man I, effective June 20, 2017

Suwannee Primary School:
Hanna Ragan, Paraprofessional, effective June 3, 2017

Transportation:
Steven Hayes, Bus Driver, effective June 1, 2017

RETIREMENT:

Branford Elementary School:
Sandra Delay, Teacher, effective June 6, 2017

Suwannee High School:
Annette Kinsey, Teacher, effective June 6, 2017

Suwannee Middle School:
Marlene Plympton, Teacher, effective June 6, 2017

TERMINATION:

Transportation:
Joetta Bennett, Bus Attendant, effective June 1, 2017
Deborah Renken, Bus Attendant, effective June 2, 2017

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

Branford High School:
Michael Meek, Teacher, April 27, May 5, 8, 15, 18, 26, and June 5, 2017, for a total of 37.75 hours.

LEAVE OF ABSENCE (FMLA):

Suwannee High School:
Carmen Reyes, tentatively May 25, 2017 through June 6, 2017, without pay, with the option of returning sooner if released by the doctor.

MENTORS:
The following to serve as a mentor:

Mentor:	Mentee:	Location:
Amber Russell	Brittany Busby	SMS/PECDS
Tammy Neil	Michael Meek	BHS/PECDS

SUPPLEMENTARY:

NAME	POSITION	LOCATION
Michelle Aderholt	Instructional Leadership	BES
Doug Aukerman	Instructional Leadership	SHS
Nancy Aul	Instructional Leadership	SHS
Heather Barton	LPN	RTC
Melinda Berry	Instructional Leadership	SES
Emily Blackmon	11th grade sponsor (split)	SHS
Carla Blalock	9th grade sponsor (split)	SHS
Jeffry Boatright	Instructional Leadership	SHS
Danelle Bradow	Instructional Leadership	BHS
Kate Bromley	Instructional Leadership	SHS
Rhoda Broughton	Instructional Leadership	SHS
Tamara Burt	10th grade sponsor (split)	SHS
Crystiana Butler	Instructional Leadership	SHS
Jennifer Byrd	Instructional Leadership	SMS
Becky Carter	Instructional Leadership	SES
Victoria Carter	Instructional Leadership	SES
Ashley Conner	HOSA sponsor	SHS
Shannon Daniel	Instructional Leadership	SPS
Kelly Driggers	Instructional Leadership	SPS
Vaster Fryar	Instructional Leadership	BHS
Lisa Gray	Instructional Leadership	SES
Jennifer Gregory	Instructional Leadership	SPS
Staci Greaves	Instructional Leadership	SPS
Melody Handley	Instructional Leadership	SES
Amy Hendry	Instructional Leadership	SHS
Cristina Herrington	Instructional Leadership	SPS
Angel Hill	Instructional Leadership	BHS
Mandi Howard	Yearbook sponsor	BES
Heidi Hunter	Instructional Leadership	SPS
Amanda Johnson	Instructional Leadership	BES
Hannah Johnson	Instructional Leadership	SPS
Jessica Johnson	Instructional Leadership	SPS
Julie Klecka	Instructional Leadership	BES

Stephanie Knighton	Instructional Leadership	BES
Charlena Land	Instructional Leadership	BES
Connie Leavitt	Instructional Leadership	SES
Vanessa Leffler	Instructional Leadership	BHS
Susan Mackin	Instructional Leadership	BES
Audrey Marshall	9th grade sponsor (split)	SHS
Audrey Marshall	Instructional Leadership	SHS
Lindy Meeks	Instructional Leadership	SES
Kerry Jo Melland	Instructional Leadership	SPS
Kim Mott	Instructional Leadership	SPS
Tammy Neil	Instructional Leadership	BHS
Vickie Pagliai	Instructional Leadership	SPS
Lindsey Ramsey	Instructional Leadership	BES
Marilyn Roberts	Instructional Leadership	SHS
Michelle Robertson	Instructional Leadership	SES
Abigail Rodriguez	10th grade sponsor (split)	SHS
Brad Scarborough	Intramural Basketball	SMS
Kimberly Tuvell	Instructional Leadership	SHS
Abbey Warren	Instructional Leadership	BHS
Kelly Waters	Instructional Leadership	SHS
Cindy Wiggins	Instructional Leadership	SHS

MISCELLANEOUS:

The Superintendent recommends Angela Hester, teacher, to work up to 50 hours for instructional coaching and teacher support initiatives (funded by TIF/SEEC grant).

RECOMMENDATION: NON-INSTRUCTIONAL/SCHOOL RELATED:

District Office:
Jillian Herron, Administrative Secretary I, effective June 12, 2017
REPLACES: Cortney Flowers

Transportation:
Lawrence Becerra, Bus Driver, effective May 18, 2017
REPLACES: Sandra Koehn

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

Food Service:
Jennifer Gaskins, Food Service Worker, May 18-19, 2017, for a total of 12.5 hours.

LEAVE OF ABSENCE (FMLA):

Transportation:
Haddie Mann, tentatively May 22, 2017 through May 26, 2017, without pay with the option of returning sooner if released by the doctor.

STUDENT WORKER:
Jasmen Garling, RTC/Early Childhood Education/My Play School

VOLUNTEERS:

Barry Baker
Sandra Bonds
Ashley Bronson
Lisa Cash
Jenny Clark
Tammy Corbin
Katheryn Coursol
Christine Cribbs
Sherry Dean
Tiffany Dear
Jennifer Fletcher
Karen Gilbert
Glena Graham
Judy Gray
Staci Hart
Matthew Hendrick
Ericka Herrington
Janet Higdon
Amber Ingram
Joseph Land
Misti Layton
Michele Lima
Brittany McCullers
Christian McCullers
Kathryn Miller
Amanda Norris
Christopher Ratliff
Richard Roberts
Stephanie Scott
Lois Seifert
Stacie Swartz
Charles Tompkins
Johnny Vincent
Pamela Wainwright
Kelli Williamson
Helen Wilson
Anthony Young

End of List
2016-2017
School Year

RECOMMENDATIONS FOR THE 2017-2018 SCHOOL YEAR:

RETIREMENT:

Suwannee High School:
Bonita Cook, Teacher, effective December 29, 2017
Marilyn Roberts, Teacher, effective July 5, 2017

RECOMMENDATIONS: INSTRUCTIONAL:

Branford Elementary School:
Erin Roberts, Teacher, effective August 3, 2017
REPLACES: Sandra Delay

RIVEROAK Technical College:
Traci Thompson, Teacher, effective July 1, 2017
REPLACES: Hilda Collins

Suwannee Elementary School:
Julia Davidson, Teacher, effective August 3, 2017
REPLACES: Vicky Vaught
Brittney Shearer, Teacher, effective August 3, 2017
REPLACES: Amy Robinson

Suwannee High School:
Daniel Skelly, Teacher, effective August 3, 2017
REPLACES: Jeffry Boatright

Suwannee Intermediate School:
Deadre Jolicoeur, Teacher, effective August 3, 2017
REPLACES: William Harris
Wendy Stevens, Teacher/Reading Coach, effective August 3, 2017
REPLACES: Marcia Boatright

LEAVE OF ABSENCE (MATERNITY):

Branford High School:
Stefani M. Santos, tentatively August 3, 2017 through October 13, 2017, with the option of returning sooner.

TRANSFER/REASSIGNMENT:

NAME	FROM: SITE/POSITION	TO: SITE/POSITION	EFFECTIVE	REPLACES
Jeffry Boatright	SHS/Teacher	BHS/Teacher	8/03/2017	Elaine Sauerman
Marcia Boatright	SIS/Teacher	BHS/Teacher	8/03/2017	Melissa Ware
Michael Bresk	SHS/Teacher	RTC/Teacher	8/03/2017	
Bethany Byrd	BHS/Teacher	SES/Teacher	8/03/2017	Melissa Davis
Jenny Clark	SMS/Teacher	District/TSA	8/03/2017	Leah Harrell
Melissa Francisco	RTC/Teacher	SMS/Teacher	8/03/2017	Matthew Grillo
Matthew Grillo	SMS/Teacher	SHS/Teacher	8/03/2017	Marilyn Roberts
Jaclyn Harris	SHS/Teacher	SMS/Teacher	8/03/2017	Sarah Grillo
Christina Herrington	SPS/Teacher	SES/Teacher	8/03/2017	Kirsten Boston
Rayanna Johnson	SMS/Teacher	SHS/Teacher	8/03/2017	Michael Pate
Jay Jolicoeur	SMS/Principal	SHS/Teacher	8/03/2017	Jaclyn Harris
Carl Manna	BHS/Dean/Band	SMS/Band Director	8/03/2017	Kenneth Michal
Christina McCullers	SPS/Teacher	SES/Teacher	8/03/2017	Kayla Holland
Skyler Phillips	SHS/Teacher	SIS/Teacher	8/03/2017	Scott Conley

SUPPLEMENTARY:

NAME	POSITION	LOCATION
Heather Barton	LPN	RTC
Derwin Bass	SkillsUSA	RTC
Virginia Crews	CDA	RTC
Mona Kelley	SkillsUSA	RTC
Ashley Kirby	CDA	RTC
Marissa Lane	CDA	RTC
Robert Makela	SkillsUSA	RTC
Janie Maxwell	SkillsUSA	RTC
Kevin Mercer	SkillsUSA	RTC
William Ragan II	SkillsUSA	RTC
Thomas Shea	SkillsUSA	RTC
Patricia Sullivan	SkillsUSA	RTC
Kimberly Thomas	SkillsUSA	RTC
Jeremy Ulmer	SkillsUSA	RTC

MISCELLANEOUS:

Suwannee High School:

The Superintendent recommends Marilyn Roberts, teacher, to work for 7.25 hours on July 3, 2017.

RETIREMENT: NON-INSTRUCTIONAL:

Transportation:
Haddie Mann, Bus Driver, effective December 31, 2017

RECOMMENDATION: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford Elementary School:
Amanda Evans, School Nurse, effective August 3, 2017
REPLACES: Jacqueline Bowles

Branford High School:
John Perry, Paraprofessional/Opportunity School, effective August 8, 2017
REPLACES: Lynn Peaden

Suwannee Elementary School:
James Thomas, Paraprofessional, Temporary, effective August 10, 2017

TRANSFER/REASSIGNMENT:

NAME	FROM: SITE/POSITION	TO: SITE/POSITION	EFFECTIVE	REPLACES
Amelia Warner	SES/8 hour Food Service	SMS/8 hour Food Service	08/08/2017	Betty Carroll
Carolyn Dexter	SIS/8 hour Food Service	SPS/8 hour Food Service	08/08/2017	Jennifer Gaskins
Jennifer Gaskins	SPS/8 hour Food Service	SIS/8 hour Food Service	08/08/2017	Carolyn Dexter
Travis Howard	BHS/Paraprofessional	BES/Paraprofessional	08/08/2017	
Josue Ramirez	SPS/Custodian	SMS/Custodian	07/01/2017	Herbert Williams
Herbert Williams	SMS/Custodian	SPS/Custodian	07/01/2017	Josue Ramirez

SUBSTITUTES:

The following as a Substitute Bus Attendants:

Pamela Hough Ted Johns

RECOMMENDATIONS: INSTRUCTIONAL

CONTRACT RECOMMENDATIONS:

ANNUAL CONTRACTS:

	Term
Branford Elementary School:	
Victoria Jensen	10
Branford High School:	
Carlos Diaz	10
RIVEROAK Technical College:	
Mona Kelley	10
Jeremy Ulmer	10
Suwannee Elementary School:	
Ellena Huston	10
Takesha Patrick	10
Suwannee High School:	
Sherry Dean	10
Kyler Hall	12
Donna Jean Leslie	10
Skyler Phillips	10
Suwannee Intermediate School:	
Kendra Crews	10
Summer Ely	10
Kelly McKissick	10
Violet Tipton	10
Suwannee Middle School:	
Dana Drawdy	10
Darace Hahn	10
Kevin Lewis	10
Scott Morris	10
Patrice Parker	10
Katheryn Quincey	10
Suwannee Primary School:	
Lauren Jenkins	10

Professional Service Contract (Renewal):

Branford High School:	
Lynda McInnis	10

Suwannee Middle School:
Kaffa Owens 10

Suwannee Primary School:
Ashley Hacker Bronson 10

CONTINUING CONTRACT
(presented for information only)

Suwannee High School:
Marilyn Roberts 10 (DROP ends 7/31/2017)

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

The following contract and term status are granted as indicated below:
Job titles are 2017-2018 appointments and for placement on a salary schedule:

Name	Position	Contract	Term
Suwannee High School:			
Lynn Peaden	Paraprofessional ESE	A	09

End of List
2017-2018
School Year

Personnel Changes List Addendum

RECOMMENDATIONS: 2016-2017 SCHOOL YEAR

SUPPLEMENTARY:

NAME	POSITION	LOCATION
Robbin Chapman	Instructional Leadership	SIS
Kristy Chauncey	Instructional Leadership	SIS
Natalie Haney	Yearbook sponsor	SIS
Mary Kinard	Instructional Leadership	SIS
Traci Kirby	Instructional Leadership	SIS
Ruth Roberson	Instructional Leadership	SIS
Theda Roper	Yearbook sponsor	SIS
Phyllis Smith	Instructional Leadership	SIS
Ashley Wooley	Instructional Leadership	SIS

SUMMER TERM 2016-2017

MISCELLANEOUS:

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

Jessica Wagner

Suwannee Intermediate School:

The Superintendent recommends an additional 12 hours for each of the four teachers listed below. These teachers will be conducting two day summer intervention camps. The additional hours will be funded by Title IA.

Robbin Chapman Jessica Davis Traci Kirby Theda Roper

Suwannee Middle School:

The Superintendent recommends up to 20 additional hours during the summer for each of the following counselors listed below. This request is for additional help with scheduling due to the late transition of their administrative staff. This will be funded by the general fund.

Timothy Burbridge Kimberly Cohen Misty (Shawn) Herring

End of Personnel Changes List Addendum
2016-2017

School Board Attorney – Leonard Dietzen:

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

Superintendent of Schools – Ted Roush:

15. Superintendent's Report

- Introduced Alexis Spoehr, who replaced Jessi Box as our local correspondent with the Democrat
- Final school grades should be out within the next few days
- Congratulated Mr. Taylor for being installed as the new President-Elect for FSBA (2017-2018) at the conference in Tampa recently

School Board Members:

16. Issues and concerns Board members may wish to discuss

- Board members congratulated Mr. Taylor on his new appointment with FSBA
- Mr. Alcorn asked that possible reconfiguration of the Live Oak elementary schools be discussed at a future workshop
- HB 7069 (Mr. Roush asked Mrs. Fitzpatrick to forward Joy Frank's email to Board members regarding this subject.)
- Mr. Taylor stated he is very honored to serve as President-Elect for FSBA for 2017-2018

The meeting adjourned at 7:00 p.m.

SUWANNEE COUNTY SCHOOL DISTRICT

702 – 2nd Street, NW • 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: Mark A. Carver, Director of Facilities

THRU: Bill Brothers, Assistant Superintendent of Administration

DATE: July 10, 2017

RE: Agenda Item for July 25, 2017, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of Property Records Disposition Form for July 2017.

BACKGROUND:

Capitalized assets are obsolete or no longer serviceable.

2017-18 JULY SURPLUS ITEMS

PROPERTY RECORD #	ITEM DESCRIPTION	ORIGINAL PURCHASE PRICE	ORIGINAL PURCHASE DATE	COST CENTER	REQUESTED DISPOSITION
99000271	PLAYGROUND EQUIPMENT	$ 1,035.00	4/29/1999	RIVEROAK TECHNICAL COLLEGE	Surplus
99000992	SAW, JIG	$ 804.00	3/27/1985	RIVEROAK TECHNICAL COLLEGE	Surplus
99001247	LAMINATOR	$ 1,463.40	1/10/1989	RIVEROAK TECHNICAL COLLEGE	Surplus
99001492	FURNITURE, SUITE OF	$ 2,561.41	9/12/1996	RIVEROAK TECHNICAL COLLEGE	Surplus
99001711	FREEZER	$ 3,165.00	6/30/1993	BHS	Surplus
99001712	FREEZER	$ 2,600.00	6/30/1993	BHS	Surplus
99004145	DISPOSER	$ 1,000.00	10/26/2000	BES	Surplus
99005801	PRESSURE WASHER	$ 856.36	2/27/2007	RIVEROAK TECHNICAL COLLEGE	Surplus
99006713	TV	$ 788.00	7/30/2009	RIVEROAK TECHNICAL COLLEGE	Surplus
99003139	MICROWAVE	$ 920.00	7/31/1997	RIVEROAK TECHNICAL COLLEGE	Surplus
	TOTAL	$ 15,193.17			

Requested By: _____ APPROVED BY: _____

MARK A CARVER,
DIRECTOR OF PROPERTY RECORDS

SUPERINTENDENT

7/25/2017
DATE

BOARD CHAIRMAN

2017-18 JULY SURPLUS ITEMS

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RONALD WHITE
DISTRICT 5

LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Ted L. Roush, Superintendent of Schools

FROM: Vickie DePratter, Chief Financial Officer

DATE: June 30, 2017

RE: Agenda Item for July 25, 2017, Regular Meeting

RECOMMENDATION:

The Superintendent recommends approval of the following agreement:

#2018-51 Wellness Services Agreement between Harris, Rothenberg International Inc. d/b/a/ Humana Wellness and Suwannee County School Board (Renewal)

BACKGROUND:

The Suwannee County School Board previously approved Humana Wellness as the vendor to provide the district's wellness platform. This renewal continues the wellness services provided by Humana Vitality to the District.

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

HUMANA WELLNESS SERVICES AGREEMENT

This Humana Wellness Services Agreement (hereinafter "**Agreement**") is made by and between Harris, Rothenberg International Inc. d/b/a Humana Wellness, a wholly-owned subsidiary of Humana Inc. (hereinafter "**Humana Wellness**"), and Suwannee County School Board (hereinafter "**Customer**") both individually and collectively referred to herein as the Party or Parties.

RECITALS

WHEREAS, Customer makes available various health and wellness programs for the benefit of its Covered Persons, as defined below; and

WHEREAS, Customer wishes to utilize the Wellness Services, as defined below, provided by Humana Wellness for Covered Persons, as defined below, subject to the terms of this Agreement.

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

1. DEFINITIONS

In addition to the definitions provided throughout this Agreement, the following capitalized terms have the meanings provided below:

1.1 "**Affiliate**" means, when used with reference to a specified Person, any Person that directly or indirectly controls or is controlled by or is under common control with the specified Person. A Person shall be deemed to control an entity if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise.

1.2 "**Covered Person**" means an individual natural person residing within the Territory whom Customer designates as eligible to receive Wellness Services under this Agreement.

1.3 "**Humana Wellness Property**" means, collectively: (i) any and all systems, hardware, software, networks, online platforms, online resources, online content, applications, source codes, specifications, templates, modules, devices, equipment, documents, articles, presentations, newsletters, reports, images, videos, audio files, artwork and any and all other materials whether in electronic or hardcopy format or other property owned, licensed, leased, produced, designed, created or used by Humana Wellness as of the Effective Date or thereafter, whether for purposes of providing the Wellness Services pursuant to this Agreement or for any other purpose; (ii) all Proprietary Information of Humana Wellness; and (iii) any and all Intellectual Property in any of the foregoing or related thereto.

1.4 "**Intellectual Property**" means all intellectual property rights (including all copyrights, patents, trademarks, trade secrets, industrial designs and know how) and all applications, continuations, extensions, notices, licenses, sublicenses, agreements and registrations thereof in any jurisdiction.

1.5 "**Person**" means a natural person or a corporation, partnership, limited liability company, trust, association or other entity, as the context requires or permits.

HUMANA WELLNESS SERVICES AGREEMENT

1.6 "**Proprietary Information**" means all information related to the business and operations of a Party, its parent company and its subsidiaries and affiliated companies and its or their clients, members and/or enrollees. Such information may be obtained from any source, whether written or oral, as well as all information contained on a Party's mainframe, networks, LANs and workstations, including all software, middleware, firmware, groupware and licensed internal code, whether owned or licensed currently or in the future, which could be accessed by Customer's personnel by any direct or remote access method. Proprietary Information does not include information that: (a) has been previously published or is now or becomes public knowledge through no fault of the other Party; (b) can be established by documentary evidence to have been in the lawful possession of the other Party at the time of disclosure; (c) can be established by documentary evidence to have been made available to the other Party, without restriction on disclosure, by a third party not under obligation of confidentiality with respect to the disclosed information; (d) can be established by documentary evidence to have been independently developed by the other Party; (e) constitutes know-how which in the ordinary course becomes indistinguishable from the know-how of the other Party; or (f) is in response to a valid order by a court of competent jurisdiction or otherwise required by law (in which case the other Party shall provide prompt written notice to the disclosing Party affording the disclosing Party the opportunity to challenge such order or legal requirement). Humana Wellness's Proprietary Information also includes but is not limited to any information relating to the pricing, software or technical information, hardware, methods, processes, financial data, lists, apparatus, statistics, program, research, development or related information of Humana Wellness, its parent company, its subsidiaries or an Affiliate or its clients, patients, members and/or enrollees concerning past, present or future business activities of said entities.

1.7 "**Territory**" means the United States of America.

2. SCOPE OF SERVICES

From time to time the Parties shall execute statements of work describing the services to be provided by Humana Wellness under this Agreement (each a "**Statement of Work**" or collectively, the "**Statements of Work**"). The services described in such Statements of Work shall be collectively referred to as the "**Wellness Services**." The Parties shall be bound by any additional terms and conditions within a Statement of Work. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of the Statement of Work shall govern with respect to Wellness Services under such Statement of Work.

3. RESPONSIBILITIES OF CUSTOMER

3.1 PROVISION OF ELIGIBILITY AND ENROLLMENT DATA AND INFORMATION TO HUMANA WELLNESS. Customer shall provide Humana Wellness with eligibility data for Covered Persons (hereinafter referred to as an "**Eligibility File**") in a form specified by Humana Wellness and at a frequency mutually agreed upon by the Parties. The Eligibility File shall contain the necessary information as reasonably required by Humana Wellness to verify the identity of Covered Persons and to administer the Wellness Services. Eligibility information shall be submitted by the Customer to Humana Wellness via secure file transfer protocol (SFTP), secure email or uploaded directly to Humana Wellness's online web portal. Required Eligibility File information includes, but is not limited to, the full name, address, date of birth, and unique identifier for each Covered Persons. Customer shall update its Eligibility File listing of all Covered Persons to serve as notice to Humana Wellness of any additions, changes, deletions or modifications to the list of Covered Persons. Without limiting the generality of the foregoing, Customer shall immediately notify Humana Wellness in writing in the event that (a) Customer desires to make Wellness Services available to any entity or individual located or residing outside of the Territory; or (b) any eligible recipient of Wellness Services as indicated in an Eligibility File ceases to reside within the Territory. Humana Wellness shall be entitled to rely on the accuracy and completeness of the Eligibility File in providing the Wellness Services. Humana Wellness shall promptly implement such updated information in providing the Wellness Services.

HUMANA WELLNESS SERVICES AGREEMENT

3.2 PROVISION OF OTHER DATA AND INFORMATION TO HUMANA WELLNESS. Customer shall, at no cost to Humana Wellness, provide or arrange for Humana Wellness to have access to relevant claim information and other information pertaining to Covered Persons required by Humana Wellness to provide the Wellness Services under this Agreement, in a format and frequency prescribed by Humana Wellness.

3.3 CUSTOMER COOPERATION. Customer understands and agrees that Wellness Services may be provided, at Humana Wellness's discretion, by Humana Wellness Affiliates, contractors, and vendors. Customer shall cooperate fully with Humana Wellness and Humana Wellness's Affiliates, contractors, and vendors in implementing and fulfilling the obligations under this Agreement, including but not limited to, communicating with, and encouraging participation from, Covered Persons regarding the Wellness Services.

3.4 COMPLIANCE WITH LAWS. Customer is responsible for compliance with all applicable provisions of law addressing Customer's duties with respect to the Wellness Services and its own benefit plan or arrangement which may include Wellness Services. This includes, without limitation, compliance with all legal reporting and disclosure requirements, adoption and approval of all required documents respecting the program and compliance with state escheat and unclaimed or abandoned property laws. Humana Wellness shall not be responsible or ultimately liable for Customer or any other Person or Party's obligation to comply with applicable law. Further, Customer acknowledges that Humana Wellness is a service provider with respect to the Wellness Services provided under this Agreement and that Humana Wellness is not a plan sponsor or plan administrator as the term is defined in ERISA. For the avoidance of doubt, if Customer decides to offer incentives or rewards to Covered Persons above and beyond those rewards and incentives included in the Wellness Services by Humana Wellness, if any, Customer is solely responsible for ensuring any such incentives or rewards it offers to Covered Persons comply with applicable law. In such a case, Humana Wellness makes no representation that Wellness Services are suitable for use in connection with any particular incentives or rewards and assumes no liability for Customer's compliance with applicable law.

3.5 COOPERATION WITH HUMANA WELLNESS. Customer agrees to cooperate with Humana Wellness in complying with state and/or federal laws, rules and regulations and accreditation requirements to which Humana Wellness is or may be subject and not place Humana Wellness in jeopardy of non-compliance by action or inaction.

4. RESPONSIBILITIES AND RIGHTS OF HUMANA WELLNESS

4.1 NON-DISCRIMINATION. Humana Wellness agrees to provide Wellness Services to Covered Persons in accordance with the prevailing practices and standards of the industry.

4.2 INSURANCE. Humana Wellness shall carry professional liability insurance coverage in an amount equal to one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate, as well as comprehensive general liability insurance or self-insurance, errors and omissions insurance, and workers compensation insurance where required by law, throughout the Term of this Agreement. Humana Wellness agrees to provide evidence of said insurance coverage to Customer at any time during the Term of this Agreement upon reasonable request by Customer. Humana Wellness shall provide and/or shall require the carrier(s) to provide Customer with at least ten (10) days prior written notice of any non-renewals, cancellations or modifications resulting in a decrease and/or limitation in coverage.

5. PRICING; PAYMENT TERMS

5.1 PRICING. Fees for the Wellness Services provided hereunder to Customer (**"Fees"**) shall be as set forth in the Statement(s) of Work.

HUMANA WELLNESS SERVICES AGREEMENT

5.2 PAYMENT TERMS. Customer shall pay the Fees on a monthly basis. Invoices will be delivered to Customer by the fifteenth (15th) of each calendar month and payments shall be due and payable within thirty (30) days of the invoice date. Fees for any custom development services (if applicable) will be invoiced upon completion of development work and/or as defined in the Statement(s) of Work. Any delinquent payment under this Agreement shall bear interest from the due date until paid at a rate of 0.5% per month or the maximum allowable rate under the law, whichever is less.

6. TERM AND TERMINATION

6.1 TERM. The initial term of this Agreement (the "**Initial Term**") shall be one (1) year, commencing on the Effective Date. This Agreement will automatically renew for additional consecutive one (1) year periods (each a "**Renewal Term**") on the same terms, conditions and provisions as contained herein, together with any authorized and approved amendments hereto, unless Humana Wellness or Customer provides written notice of non-renewal at least ninety (90) days' prior to the expiration of the then current Initial Term or Renewal Term. This Agreement's Initial Term and any subsequent Renewal Term(s) shall be referred to herein collectively as this Agreement's "**Term**." Each Statement of Work may have a term that differs from this Agreement, and each Statement of Work may be terminated separately from this Agreement consistent with the termination rights provided in this Agreement or such Statement of Work.

6.2 TERMINATION. This Agreement, including all exhibits and Statements of Work, may be terminated as follows; additional termination rights may be provided for in each Statement of Work:

6.2.1 Termination without Cause.

(a) Notwithstanding anything to the contrary herein, this Agreement may be terminated by Humana Wellness or Customer without cause by providing at least ninety (90) days prior written notice to the other. In the event that either Party terminates this Agreement without cause, Humana Wellness agrees: (i) if requested, to work with Customer in the orderly transition of Covered Persons receiving Wellness Services to alternative programs; and (ii) further, that Customer may begin to transition Covered Persons to alternative programs in the thirty (30) day period prior to the effective date of said without cause termination and payment to Humana Wellness for such Wellness Services will be adjusted accordingly.

(b) Humana Wellness and Customer may terminate this Agreement at any time upon the mutual written agreement of the Parties.

6.2.2 Termination for Cause.

(a) Humana Wellness or Customer may terminate this Agreement at any time upon delivery of a thirty (30) calendar day written notice to the other Party in the event of any fraud or material misrepresentation by the other Party.

(b) Humana Wellness or Customer may terminate this Agreement at any time upon delivery of a thirty (30) calendar day written notice to the other Party in the event of any failure by the other Party to comply in any material respect with any material provision of this Agreement that is not cured in all material respects within the thirty (30) day notice period.

(c) Humana Wellness may immediately terminate this Agreement if Customer is more than forty five (45) days past due on payments owed to Humana Wellness under this Agreement.

(d) This Agreement shall automatically terminate one (1) year after the termination of the last Statement of Work.

HUMANA WELLNESS SERVICES AGREEMENT

6.2.3 Early Termination.

(a) If Customer terminates this Agreement without cause at any time during the initial twelve (12) months of this Agreement, Customer will pay Humana Wellness an early termination fee of three (3) times the Fees for one payment period and any additional shutdown costs associated with the termination, within thirty (30) days of the date of termination provided in Customer's notice to terminate this Agreement.

(b) Following the first twelve (12) months of this Agreement, either Party may terminate this Agreement at any time, without cause, upon at least ninety (90) days' prior written notice to the other Party.

6.3 IMMEDIATE TERMINATION. This Agreement may be terminated immediately and automatically, if either Humana Wellness or Customer applies for or consents to the appointment of a receiver, trustee or liquidator, files a voluntary petition-in-bankruptcy, admits in writing its inability to pay its debts as they become due, makes a general assignment for the benefit of creditors, files a petition or an answer in any judicial proceedings seeking reorganization or arrangement with creditors or taking advantage of any insolvency law, or if an order, judgment or decree shall be entered against that Party by a court of competent jurisdiction on the application of a creditor of such Party, adjudicating such Party bankrupt or insolvent or approving a petition seeking reorganization of such Party or appointing a receiver, trustee or liquidator of such Party and such order, judgment, decree or proceeding is not dismissed or vacated within a period of sixty (60) consecutive days.

6.4 SURVIVAL OF RIGHTS. Termination of this Agreement shall not alter or impair any rights of either Party accrued under this Agreement through the date of termination.

6.5 DATA TRANSFER. Upon reasonable request by Customer, upon termination of this Agreement (or prior to termination if required by law), Humana Wellness shall transfer all documentation of and/or data related to Wellness Services rendered to Covered Persons under this Agreement that was not otherwise previously provided to Customer as permitted by law and/or under NCQA accreditation requirements.

7. INDEMNIFICATION

7.1 INDEMNIFICATION BY HUMANA WELLNESS. Humana Wellness shall indemnify, defend, and hold harmless Customer, its Affiliates and permitted assigns (and all officers, directors, employees and agents thereof) (collectively, the "**Customer Indemnitees**") from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, suits, causes of action, costs, expenses, and/or damages which the Customer Indemnitees may suffer, incur, be responsible for, or pay out (either individually or collectively) as a result of claims brought by third-parties, governmental entities, or Humana Wellness's employees or representatives -- including but not limited to such claims alleging injuries (including death) to any Person, damage or loss to any property or property rights, or any actual or alleged violation of applicable federal, state or local statutes, ordinances, orders, rules, or regulations of any governmental entity or agency -- caused directly by or directly arising from or out of: (a) Humana Wellness's breach of this Agreement; or (b) any willful, negligent, wrongful, or illegal acts or omissions of Humana Wellness, its employees and/or representatives. Humana Wellness's obligations to defend and indemnify the Customer Indemnitees under this Section shall be reduced by the proportionate extent, if any, that the indemnified claim arises from the negligent act or omission or intentional misconduct of the applicable Customer Indemnitee(s). Humana Wellness's indemnity liability under this Section, including indemnification of attorneys' fees and other defense costs, shall be limited to one million dollars ($1,000,000) during the Term of this Agreement (the "**Indemnity Cap**").

HUMANA WELLNESS SERVICES AGREEMENT

7.2 INDEMNIFICATION BY CUSTOMER. Customer shall indemnify, defend, and hold harmless Humana Wellness, its Affiliates and permitted assigns (and all officers, directors, employees and agents thereof) (collectively, the "**Humana Wellness Indemnitees**") from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, suits, causes of action, costs, expenses, and/or damages which the Humana Wellness Indemnitees may suffer, incur, be responsible for, or pay out (either individually or collectively) as a result of claims brought by third-parties, governmental entities, or Customer's employees or representatives -- including but not limited to such claims alleging injuries (including death) to any Person, damage or loss to any property or property rights, or any actual or alleged violation of applicable federal, state or local statutes, ordinances, orders, rules, or regulations of any governmental entity or agency -- caused directly by or directly arising from or out of: (a) Customer's breach of this Agreement; or (b) any willful, negligent, wrongful, or illegal acts or omissions of Customer, its employees and/or representatives. Customer's obligations to defend and indemnify the Humana Wellness Indemnitees under this Section shall be reduced by the proportionate extent, if any, that the indemnified claim arises from the negligent act or omission or intentional misconduct of the applicable Humana Wellness Indemnitee(s). Nothing contained in the Agreement shall be interpreted or construed to mean that the Customer waives its common law sovereign immunity or the limits of liabilities set forth in Florida Statutes.

7.3 INDEMNIFICATION COSTS AND ATTORNEYS' FEES. In addition to the foregoing, all indemnities set forth in this Agreement shall include reasonable court costs, attorneys' fees, and expert witness fees, as and when incurred. The indemnifying Party shall have the right to select counsel to defend against the indemnified claim (subject to reasonable and timely review and consent of the indemnified Party, which consent shall take into consideration the requirements of the indemnifying Party's insurance carrier) and, except as provided below, will be the sole judge of the acceptability of any compromise or settlement of the indemnified claim. Notwithstanding the foregoing, the indemnifying Party shall not: (a) settle any indemnified claim which will subject the indemnified Party to any form of temporary or permanent injunctive relief without the indemnified Party's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) or (b) settle any other indemnified claim without consultation with the indemnified Party. Nothing contained in the Agreement shall be interpreted or construed to mean that the Customer waives its common law sovereign immunity or the limits of liabilities set forth in Florida Statutes.

7.4 INDEMNIFICATION PROCEDURES. If a claim covered by the foregoing indemnities is asserted against either Party, the indemnified Party shall promptly give the indemnifying Party written notice thereof. The indemnified Party shall extend its full cooperation in connection with the defense provided by the indemnifying Party, subject to reimbursement for all reasonable out-of-pocket expenses incurred by the indemnified Party in providing such cooperation. If the indemnifying Party fails to defend a claim within a reasonable time, which time shall not extend beyond the date the indemnified Party is required to file an answer or other responsive pleading to the pending claim, the indemnified Party shall be entitled to assume defense of the claim and the indemnifying Party shall be bound by the results obtained by the indemnified Party with respect to such claim.

8. LIMITATION OF LIABILITY

8.1 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL), REGARDLESS OF WHETHER SUCH CLAIM OF LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, AND EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES.

HUMANA WELLNESS SERVICES AGREEMENT

8.2 To the maximum extent permitted by applicable law, Customer agrees that Humana Wellness's total maximum aggregate cumulative liability (including that of Humana Wellness's Affiliates and subcontractors) to Customer for all past, present and future claims, demands, actions, causes of action, requests, lawsuits, judgment damages, costs, expenses, prejudices or losses (collectively, "**Direct Claims**") in relation to or arising under this Agreement shall be limited to Customer's actual direct damages and shall not, under any circumstances, exceed, in the aggregate, for all Direct Claims past, present and future, the total amount of compensation paid by Customer to Humana Wellness under this Agreement during the twelve (12) month period immediately preceding the loss. This limitation of liability for Direct Claims shall not be construed so as to limit either Party's rights or obligations of indemnity for third party claims as set forth herein, which rights and obligations shall be governed exclusively by the provisions of Section 7 and the separate Indemnity Cap set forth therein.

9. DISPUTE RESOLUTION

9.1 For all controversies, claims and matters of difference arising out of the business relationship between the Parties, the Parties hereby agree to promptly discuss such controversies, claims and matters of difference in an attempt to come to a mutually agreeable resolution.

9.2 In the event of a dispute between Humana Wellness and Customer which cannot be settled by mutual agreement pursuant to the process described in Section 9.1, including without limitation, a dispute involving the interpretation of any provision of this Agreement or otherwise arising out of the Parties' business relationship (excluding any disputes that are currently the subject of individual or class litigation), the obligations of Humana Wellness or Customer hereunder, or allegations or claims involving violations of state or federal laws or regulations, such dispute shall be resolved by binding arbitration, conducted in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration. The arbitration shall be conducted in Suwannee County, Florida. Judgment upon the award rendered in any such arbitration may be entered in any court of competent jurisdiction sitting in Suwannee County, Florida, or application may be made to such court for judicial acceptance and enforcement of the award, as applicable law may require or allow. The cost of any arbitration proceeding(s) hereunder shall be borne equally by the Parties. Each Party shall be responsible for its own attorneys' fees and such other costs and expenses incurred related to the proceedings. Arbitration proceeding(s) hereunder shall be conducted solely between Humana Wellness and Customer, class-based arbitration shall not be permitted.

10. HEALTH CARE REGULATORY COMPLIANCE

10.1 HIPAA COMPLIANCE. If applicable, Humana Wellness shall at all times throughout the Term of this Agreement comply with and provide all Wellness Services hereunder consistent with the following standards as such standards are applicable to Humana Wellness: (a) all requirements of the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and the Privacy and Security Regulations promulgated thereunder, (b) the Health Information Technology for Economic and Clinical Health Act of 2009 and the regulations promulgated thereunder (collectively, "**HITECH Act**"), and (c) all state data security and any other laws applicable to the provision of the Wellness Services hereunder. Contemporaneously with the execution of this Agreement, the Parties agree to execute a Business Associate Agreement in the form attached hereto as **Exhibit A.**

HUMANA WELLNESS SERVICES AGREEMENT

10.2 PRIVACY RULE COMPLIANCE. If applicable, both Parties will comply with all applicable provisions of HIPAA, including the privacy provisions, as such are implemented and revised from time to time. Both Parties further agree that they will: (a) not use or disclose any protected health information or de-identified protected health information (collectively "**PHI**") obtained or accessible by them as a result of their performance under this Agreement other than as permitted or required by this Agreement or by law; (b) use appropriate safeguards to prevent use or disclosure of such PHI except as permitted by this Agreement; (c) mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI in violation of the requirements of this Agreement; (d) report any use or disclosure of PHI not provided for in this Agreement of which they become aware; (e) ensure that Humana Wellness's subcontractors to whom they provide PHI, or who have access to PHI, agree to the same restrictions and conditions that apply with respect to such PHI; (f) make available PHI to any individual who has a right of access under local, state and/or federal law or regulation; (g) make available PHI for amendment and incorporate any amendments to PHI; (h) make available the information required to provide an accounting of disclosures; and (i) make its internal practices, books and records relating to the use and disclosure of PHI received or obtained, or created or received, available to the Secretary of the Department of Health and Human Services for determining provider's compliance with federal regulations.

10.3 TRANSACTION AND SECURITY REGULATIONS COMPLIANCE. If applicable, both Parties shall comply with the Transaction Code Set Regulations. Upon the Effective Date, and for so long as any PHI is transmitted between the Parties using electronic media, both Parties shall protect the integrity, privacy and availability of such PHI by implementing appropriate and commercially reasonable administrative procedures, physical safeguards, technical security services and technical security mechanisms with respect to facilities and software and systems, all as required by, and as more specifically set forth in, the Federal Transaction Regulations and the Federal Security Regulations.

10.4 TERMINATION. In addition to other provisions of this Agreement relating to termination rights, the following shall apply:

10.4.1 In the event that either Party materially breaches any of the above provisions, or declines to implement any changes that are legally required to ensure compliance with HIPAA and related laws and regulations, the non-breaching Party may immediately terminate this Agreement with written notice to the breaching Party after providing at least a five (5) calendar day opportunity period to cure the breach.

10.4.2 At termination of this Agreement, for any reason, each Party will return or destroy any and all PHI received from the other Party in any form and retain no copies of such information or, if such return or destruction is not feasible, shall notify the other Party of the condition that makes the return or destruction of PHI not feasible and shall extend the protections of this Section 10 to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible for so long as the other maintains such PHI. These provisions shall survive the expiration or termination of this Agreement for any purpose.

10.5 AMENDMENT. The Parties agree that if necessary, they shall amend this Section 10 of this Agreement to comply with or effectuate changes to, or the interpretation of, HIPAA, the HITECH Act and the regulations issued under them.

HUMANA WELLNESS SERVICES AGREEMENT

11. INTELLECTUAL PROPERTY USE AND OWNERSHIP

11.1 INTELLECTUAL PROPERTY USE. Humana Wellness grants to Customer, and Customer accepts, a non-exclusive, non-transferable, revocable right to access and to use Humana Wellness Property, as applicable to Wellness Services provided under this Agreement. Customer expressly acknowledges that the Humana Wellness Property is provided under license to Customer and that Humana Wellness Property is made available to Customer and Customer's Covered Persons only for the purposes stated in this Agreement and only during the Term of this Agreement. Customer shall take reasonable security measures to prevent unauthorized access to or use of the Humana Wellness Property and shall notify Humana Wellness in the event it identifies any unauthorized access or use.

11.2 RESTRICTIONS ON INTELLECTUAL PROPERTY USE. Customer agrees not to reproduce Humana Wellness Property except as may be required for the sole purpose of accessing or using Humana Wellness Property pursuant to this Agreement. Customer further agrees not to distribute or display Humana Wellness Property, to create derivative works based on Humana Wellness Property, or to access or use the Humana Wellness Property in any manner not expressly permitted under this Agreement. Customer agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or trade secrets from any software or proprietary materials of Humana Wellness and/or its subcontractors, leasors or licensors.

11.3 INTELLECTUAL PROPERTY OWNERSHIP. Each Party shall remain the owner of all Intellectual Property it owns prior to the Effective Date and that which it creates in the performance of its obligations under this Agreement. Humana Wellness and/or its subcontractors, leasors, and licensors are, and shall remain the sole and exclusive owner of their respective Humana Wellness Property and any and all components thereof, whether owned on the Effective Date or acquired thereafter. Upon the expiration or termination of this Agreement or applicable Statement of Work, as the case may be, Customer shall promptly return to Humana Wellness (or at Humana Wellness's request, destroy), all such Humana Wellness Property in its possession or control.

12. NON-SOLICITATION

12.1 Customer agrees that during the Term and for a period of one (1) year from the date of termination of this Agreement (collectively, the "**Restricted Period**"), neither Customer, officers, directors, agents or other representatives, individually or on behalf of any other Person or entity, directly or indirectly, recruit, hire or engage any Person who was an employee, consultant, sales representative, agent or independent contractor of Humana Wellness or its Affiliates at any time during the Restricted Period or the one (1) year period immediately proceeding the Effective Date, or entice or induce any of the foregoing, to work with, or otherwise provide services to, Customer, any of Customer's employees, officers, directors, agents or other representatives, or any Affiliate of Customer.

13. OTHER PROVISIONS

13.1 AMENDMENTS. This Agreement may be amended at any time by written agreement executed by authorized representatives of both Parties.

13.2 ASSIGNMENT. Neither Party shall assign or transfer this Agreement in whole or in part without the prior written consent of the other Party which shall not be unreasonably conditioned, withheld or delayed. Notwithstanding the forgoing, Humana Wellness may assign this Agreement to a parent, an Affiliate or pursuant to a sale of all or substantially all assets without written consent or notice.

HUMANA WELLNESS SERVICES AGREEMENT

13.3 CONTRACT INTEGRATION. All appendixes and exhibits to this Agreement are hereby incorporated into this Agreement. Additionally, all Statements of Work entered into pursuant to this Agreement are hereby incorporated into this Agreement. This Agreement, including its Statements of Work, appendixes, exhibits, and any amendments, addenda, documents or other data attached hereto or incorporated herein constitutes the entire understanding of the Parties with regard to the matters addressed by this Agreement and supersedes all prior and contemporaneous representations and understandings, whether oral or written, between Humana Wellness and Customer.

13.4 FORCE MAJEURE. No Party to this Agreement shall be deemed to breach its obligations under this Agreement if that Party's failure to perform under the terms of this Agreement is due to any act of God, acts of the United States of America, any state, territory or political subdivision thereof or any government in which the Wellness Services are performed, riot, war, terrorism, or natural disaster. The Parties agree to take all reasonable steps to preserve their respective performance obligations hereunder.

13.5 HEADINGS. The headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement.

13.6 INDEPENDENT CONTRACTOR STATUS. Notwithstanding anything to the contrary herein, Humana Wellness and Customer are independent Parties contracting with the other solely for the purpose of effecting this Agreement. Nothing contained herein will in any way constitute any association, partnership, or joint venture between the Parties, or be construed to evidence the intention of the Parties to establish any such relationship. Neither Party will have the power to bind the other Party or incur obligations on the other Party's behalf without the other Party's prior written consent.

13.7 NOTICE. All notices, requests, consents and other communications under this Agreement must be in writing and must be directed to the Parties at the addresses listed below, or to such other addresses the Parties may subsequently designate by written notice, and must be: (i) mailed by first class certified mail, return receipt requested; (ii) sent by Federal Express, United States Express Mail or similar overnight delivery or courier service, with signature required; or (iii) delivered (in person, or by a fax or email transmission) with printed confirmation of receipt (in the case of a fax transmission) or reply email confirmation (in the case of an email transmission).

If to Humana Wellness:	Humana Inc. Kristine Mullen (HUM 15) c/o Jennifer Hale 500 W Main Street Louisville, KY 40202
Copy to:	Humana Inc. 500 West Main Street Louisville, KY 40202 Attention: Law Department
If to Customer:	Vickie Music DePratter Suwannee County School Board 702 2nd Street NW Live Oak, FL 32064

HUMANA WELLNESS SERVICES AGREEMENT

13.8 PROMOTIONAL MATERIALS/USE OF NAME. With the exception of Humana Wellness identifying Customer as a client in its marketing materials during the Term of this Agreement, neither Customer nor Humana Wellness may use the other Party's name or any of their service marks in marketing material without the prior written consent of the other Party.

13.9 PUBLIC STATEMENTS. During the Term of this Agreement, neither Party will make any press release or other public announcement concerning this Agreement or the transactions contemplated by this Agreement, without the prior written approval of the other.

13.10 SEVERABILITY. The invalidity, illegality or unenforceability of any provisions of this Agreement, by statute, court or otherwise, shall not affect the validity, legality or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

13.11 SURVIVAL OF TERMS. The provisions of this Agreement concerning complaints, Covered Person and office records, access to information, indemnification, insurance, and where applicable, Proprietary Information shall survive the termination of this Agreement by either Party for any reason. In addition, any other rights that should by their nature survive termination or expiration of this Agreement shall survive such termination or expiration.

13.12 WAIVER. Waiver, whether express or implied, of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent or continuing breach of the same provision. Neither failure nor delay on the part of any Party to exercise any right, remedy, power or privilege hereunder nor course of dealing between the Parties shall operate as a waiver thereof, or of the exercise of any other right, remedy, power or privilege.

Furthermore, waiver of one of the remedies available to either Party in the event of a default or breach of this Agreement by other Party shall not at any time be deemed a waiver of a Party's right to elect such remedy(s) at any subsequent time if a condition of default continues or recurs. No course of dealing shall operate as a waiver or modification of any provision of this Agreement or otherwise prejudice such Party's rights, powers and remedies.

13.13 JURISDICTION. This Agreement shall be governed by and interpreted in accordance with applicable federal law and, to the extent such law does not apply, with Florida law without regard to the conflicts of law principles thereof.

[SIGNATURE PAGE FOLLOWS]

HUMANA WELLNESS SERVICES AGREEMENT

This Agreement has been executed by the Parties' duly authorized representatives whose signatures appear below to be effective as of the 1st day of May, 2017 (the "**Effective Date**").

Harris, Rothenberg International Inc.
d/b/a Humana Wellness:

By:_____

Name: Kristine Mullen

Title: Vice President, Wellness Strategies and Solutions

Date:_____

Suwannee County School Board:

By:_____

Name: Ted L. Roush

Title: Superintendent of Schools

Date:_____

_____
Chairperson, Suwannee County School Board

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

HUMANA WELLNESS SERVICES AGREEMENT

EXHIBIT A: HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

THIS BUSINESS ASSOCIATE AGREEMENT (hereinafter "**Agreement**") is entered into by and among Suwannee County School Board ("**Customer**"), who maintains a health and wellness program ("**Program**") that is a signatory to this Agreement, and Harris, Rothenberg International Inc. d/b/a Humana Wellness ("**Humana Wellness**"), who is a provider of Wellness Services under the "**Wellness Services Agreement**". Any capitalized term used but not defined in this Agreement shall have the same meaning ascribed to such term in the Wellness Services Agreement.

This Agreement is effective the 1st day of May, 2017

In consideration of the mutual promises below and the exchange of information described herein, the Parties agree as follows:

1. In connection with providing Wellness Services under the Wellness Services Agreement, Humana Wellness receives certain information relating to individuals of the Program ("**Information**"), some of which may constitute Protected Health Information (defined below). In this regard:

   a. Definitions. The following terms shall have the meaning set forth below:

      (1) ARRA. "**ARRA**" means the American Recovery and Reinvestment Act of 2009.

      (2) C. F. R. "**C. F. R.**" means the Code of Federal Regulations.

      (3) Designated Record Set. "**Designated Record Set**" has the meaning assigned to such term in 45 C. F. R. 160.501.

      (4) Discovery. "**Discovery**" shall mean the first day on which a Security Breach is known to Humana Wellness (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of Humana Wellness), or should reasonably have been known to Humana Wellness, to have occurred.

      (5) Electronic Health Record. "**Electronic Health Record**" means an electronic record of health-related information on an individual that is created, gathered, managed and consulted by authorized health care clinicians and staff.

      (6) Electronic Protected Health Information. "**Electronic Protected Health Information**" means information that comes within paragraphs 1 (i) or 1 (ii) of the definition of "Protected Health Information", as defined in 45 C. F. R. 160.103.

      (7) Protected Health Information. "**Protected Health Information**" shall have the same meaning as the term "Protected Health Information", as defined by 45 C. F. R. 160.103, limited to the information created or received by Humana Wellness from or on behalf of the Customer.

      (8) Required by Law. "**Required by Law**" shall have the same meaning as the term "required by law" in 45 C. F. R. 164.501.

      (9) Secretary. "**Secretary**" shall mean the Secretary of the Department of Health and Human Services or his designee.

HUMANA WELLNESS SERVICES AGREEMENT

(10) Security Breach. **"Security Breach"** means the unauthorized acquisition, access, use or disclosure of Protected Health Information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. Security Breach does not include:

(i) any unintentional acquisition, access, or use of Protected Health Information by an employee or individual acting under the authority of Humana Wellness if:

(a) such acquisition, access or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with Humana Wellness; and

(b) such information is not further acquired, accessed, used or disclosed by any person; or

(ii) any inadvertent disclosure from an individual who is otherwise authorized to access Protected Health Information at a facility operated by Humana Wellness to another similarly situated individual at the same facility; and

(iii) any such information received as a result of such disclosure is not further acquired, accessed, used or disclosed without authorization by any person.

(11) Security Breach Compliance Date. **"Security Breach Compliance Date"** means the date that is thirty (30) days after the Secretary publishes interim final regulations to carry out the provisions of Section 13402 of Subtitle D (Privacy) of ARRA.

(12) Security Incident. **"Security Incident"** shall have the same meaning as the term "security incident" in 45 C. F. R. 164.304.

(13) Unsecured Protected Health Information. **"Unsecured Protected Health Information"** means Protected Health Information that is not secured through the use of a technology or methodology specified by guidance issued by the Secretary from time to time.

b. The Parties acknowledge that Humana Wellness is a Wellness Services provider with respect to the Program under the Wellness Services Agreement. This Agreement pertains to Protected Health Information and Protected Health Information in the possession or control of Humana Wellness in connection with services provided under the Wellness Services Agreement, and in that respect complements or amends any provisions respecting confidentiality of Protected Health Information expressed in the Wellness Services Agreement. However, unless this Agreement specifically describes an administrative service and obligates Humana Wellness to provide it, nothing in this Agreement shall operate to modify or enlarge the scope of administrative services to be provided by Humana Wellness, which are otherwise described in the Wellness Services Agreement.

HUMANA WELLNESS SERVICES AGREEMENT

2. With respect to Protected Health Information, generally, the following provisions apply:

   a. The Parties acknowledge that in the course of performing their respective duties under the Wellness Services Agreement, they may acquire or obtain access to or knowledge of Protected Health Information. This information is at all times the property of the Customer and not Humana Wellness, even if it is received by Humana Wellness. Information of this nature that is received by Humana Wellness will be deemed to be information received on behalf of the Customer. However, information that is produced incidentally through application of the computer systems employed by Humana Wellness in the course of providing services under the Wellness Services Agreement will not be considered property of the Customer or any Covered Person, if it is not specific to the Program or not material to Program administration.

   b. The Parties agree to cooperate in order to safeguard Protected Health Information to ensure that the information remains confidential and is not improperly disclosed. The Parties will make sure that individuals under their direct control, respectively, who perform functions that may bring those individuals into contact with Protected Health Information are made familiar with the confidentiality obligations set forth in this Agreement, appropriately trained in privacy policies directed at safeguarding against improper disclosure, and abide by those requirements as minimum safeguards against improper disclosure. The Parties acknowledge with respect to Protected Health Information that disclosure is improper if it is not allowed by law or made for any purpose other than Program administration or benefits delivery. Disclosure to individuals who perform Program-related functions under the auspices of the Customer or health care provider may be proper, if the disclosure is allowed by law and made for Program purposes. Furthermore, the Customer further represents and warrants that security controls, restrictive processes, and other appropriate safeguards have been put in place between the employer of a Covered Person and the Program to protect Protected Health Information from improper disclosure.

   c. Humana Wellness will afford access to Protected Health Information or other personal information received by it to the Customer, as permitted under this Agreement and by law. Humana Wellness will afford access to this information to other persons only as reasonably directed in writing by the Customer, with due regard for confidentiality, and Humana Wellness shall have no further obligation with respect to that information. Except as provided in this Agreement, Humana Wellness will disclose Protected Health Information to a third party only if authorized by an ancillary agreement respecting confidentiality. Humana Wellness is directed to afford access to Protected Health Information to the persons listed in **Attachment A**, under circumstances where disclosure is appropriate and necessary.

   d. In connection with performing its obligations under this Agreement, it may become necessary for Humana Wellness to disclose to the Customer, their designees or third parties under contract with either of them ("**Recipients**", for purposes of this Section) trade secret and/or proprietary information of Humana Wellness. The Customer agrees to safeguard and ensure the confidentiality of such trade secret and/or proprietary information, which shall include information relating to (i) the business of Humana Wellness, its Affiliates, their clients and representatives, (ii) third parties under contract with Humana Wellness, (iii) service provider arrangements or contracts, (iv) service provider network arrangements or contracts, and (v) documentation relating to the computer systems utilized by Humana Wellness.

HUMANA WELLNESS SERVICES AGREEMENT

(1) Access to the trade secret and/or proprietary information described above will be permitted for Recipients only; it may be used by Recipients only in a manner necessary to accomplish the purposes described above with respect to Protected Health Information and other personal information; and it may not be disclosed to any third parties, including their employees that do not have a need to know, without authorization by Customer (except as may be required by order of a court or regulatory agency of competent jurisdiction). Access to such records or information does not constitute a transfer of ownership, permission to appropriate, or license to use the same for any purpose not contemplated under this Agreement.

(2) The Customer understands and agrees that the Customer (or its designee) must recognize and abide by restrictions upon disclosure of information and/or systems that are imposed by contracts between Customer and third parties or by law, regulation, or order of a court or regulatory agency.

e. Upon termination of this Agreement, records containing Protected Health Information in the possession of Humana Wellness will be either delivered to the Customer or destroyed when Humana Wellness's records retention obligations have been fulfilled. If such delivery or destruction is not feasible, the protections of this Agreement will continue to apply to those records and further uses and disclosures of the Protected Health Information or other personal information shall be limited to those purposes that make the return or destruction of the information infeasible.

f. The Customer and Humana Wellness agree that they will require other persons or entities that receive Protected Health Information and/or trade secret or proprietary information in connection with and as permitted by this Agreement to agree in writing to observe the protections described herein as minimum safeguards against improper disclosure of such information.

3. With respect to Protected Health Information, specifically, the following provisions apply:

a. Humana Wellness and the Customer, intend to protect the privacy and provide for the security of Protected Health Information disclosed to Humana Wellness pursuant to this Agreement in compliance with HIPAA and the regulations promulgated thereunder by the U.S. Department of Health and Human Services, including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations (C. F. R.), as the same may be amended from time to time and other applicable state and federal laws, rules and regulations.

b. The Parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that further amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of Protected Health Information.

HUMANA WELLNESS SERVICES AGREEMENT

c. Obligation of Humana Wellness.

(1) Permitted Uses and Disclosures. Humana Wellness may create, use and/or disclose Protected Health Information of Covered Persons pursuant to this Agreement provided that such use and/or disclosure would not violate the Privacy and Security Rules if done by Customer or the minimum necessary policies and procedures of the Program, for the proper management and administration of Humana Wellness or to carry out the legal responsibilities of Humana Wellness, provided that such disclosures are Required by Law, or Humana Wellness obtains reasonable assurances from the person to whom the information is disclosed that the Protected Health Information will remain confidential and used or further disclosed only as Required by Law or for the purpose for which the Protected Health Information was disclosed to the person, and the person notifies Humana Wellness of any instances of which the person is aware in which the confidentiality of the Protected Health Information has been breached.

(2) Specific Use and Disclosure Provisions.

(i) Except as otherwise prohibited by this Agreement, Humana Wellness may use Protected Health Information for the proper management and administration of Humana Wellness or to carry out the legal responsibilities of Humana Wellness.

(ii) Except as otherwise prohibited by this Agreement, Humana Wellness may disclose Protected Health Information for the proper management and administration of Humana Wellness, provided that disclosures are Required by Law, or Humana Wellness obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Humana Wellness of any instances of which it is aware in which the confidentiality of the information has been breached in accordance with the Security Breach and Security Incident notifications requirements of this Agreement.

(iii) Except as otherwise prohibited by this Agreement, Humana Wellness may use Protected Health Information to provide data aggregation services to the Customer as permitted by 42 C. F. R. 164.504(e)(2)(i)(B).

(iv) Humana Wellness may use Protected Health Information to report violation of law to appropriate Federal and State authorities, consistent with 164.502 (j)(1).

(3) Data Aggregation Services. For purposes of this Section, **"Data Aggregation"** means, with respect to Protected Health Information pertaining to Covered Persons in the possession of Humana Wellness by virtue of the Wellness Services Agreement, the combining of such Protected Health Information by Humana Wellness with the Protected Health Information received by Humana Wellness in its capacity as a Wellness Services provider of another Covered Entity, as that term is defined under HIPAA to permit data analyses that relate to the operations of the respective Covered Entities.

HUMANA WELLNESS SERVICES AGREEMENT

(4) Safeguards. Humana Wellness shall use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as specifically provided for by this Agreement. Such safeguards shall at a minimum include: (i) a comprehensive written information privacy and security policy; and (ii) a program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Humana Wellness's operations and the nature and scope of his/her/its activities; and (iii) appropriate confidentiality agreements with all employees, subcontractors, independent contractors and any entity to which Humana Wellness has delegated or sub-delegated his/her/its rights, duties, activities and/or obligations under this Agreement which contain terms and conditions that are the same or similar to those contained in this Agreement.

(5) Reporting of Disclosures and Mitigation. Humana Wellness shall provide written notice within five (5) calendar days to Customer of any use or disclosure of Protected Health Information other than as specifically provided for by this Agreement. Such notice shall be provided in the manner set out in this Agreement. Humana Wellness agrees to mitigate, to the extent practicable, any harmful effect that is known to Humana Wellness of a use or disclosure of Protected Health Information by Humana Wellness in violation of the requirements of this Agreement.

(6) Contractors. It is understood and agreed that Humana Wellness shall maintain written confidentiality agreements with contractors, including without limitation subcontractors and independent contractors, as necessary to perform the services required under this Agreement, in a form consistent with, the terms and conditions established in this Agreement. Humana Wellness shall ensure that any agents, including subcontractors, to whom it provides Covered Person's Protected Health Information received from, created by, or received by Humana Wellness on behalf of the Program agree to the same restrictions and conditions that apply to Humana Wellness with respect to such Protected Health Information.

(7) Availability of Information. Humana Wellness shall prepare, maintain and retain records relating to the use and disclosure of Protected Health Information in such form and for such time periods as required by applicable state and federal laws, rules and regulations, and in accordance with such standards. The Customer may obtain, copy and have access, upon reasonable request, to any administrative or financial record of Humana Wellness related to the use and disclosure of Protected Health Information. Copies of such records shall be provided to Customer by Humana Wellness upon reasonable request of Customer, which includes the scope of the request, at no additional cost to Customer.

(i) Humana Wellness shall make Protected Health Information available to Customer as reasonably required to fulfill Customer's obligations to amend such Protected Health Information pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 C. F. R. Section 164.526 and Humana Wellness shall, as directed by Customer, incorporate any amendments to Protected Health Information into copies of such Protected Health Information maintained by Humana Wellness.

HUMANA WELLNESS SERVICES AGREEMENT

(ii) If so directed by Customer, Humana Wellness will provide access to Protected Health Information by Covered Persons, provide copies of Protected Health Information to Covered Persons, and provide an accounting to Covered Persons or to the Customer, as directed by the Customer, of disclosures by Humana Wellness for purposes other than Program operation or delivery that are improper disclosures under HIPAA and the HIPAA Privacy Regulations, but only with respect to Protected Health Information in Humana Wellness's possession and under its control at the time of such disclosure.

(iii) However, Humana Wellness will not be responsible for determining the rights of Covered Persons to acquire access to Protected Health Information concerning them (whether or not such information is at any time in the possession of Humana Wellness).

(8) Amendment of Protected Health Information. Humana Wellness shall make Protected Health Information available to the Customer as reasonably required to fulfill the Customer's obligations to amend such Protected Health Information pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 C. F. R. Section 164.526, and Humana Wellness shall, as directed by Customer, incorporate any amendments to Protected Health Information into copies of such Protected Health Information maintained by Humana Wellness. However, Humana Wellness will not be responsible for determining the rights of Covered Persons to modify Protected Health Information concerning them (whether or not such information is at any time in the possession of Humana Wellness).

(9) Internal Practices. Humana Wellness shall make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from, created by, or received by Humana Wellness on behalf of the Customer available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Humana Wellness's compliance with HIPAA and the HIPAA Regulations.

(10) Notification of Breach. During the term of the Wellness Services Agreement, Humana Wellness agrees to report to the Customer any Security Breach of Unsecured Protected Health Information without unreasonable delay and in no case later than ten (10) calendar days after Discovery of a Security Breach. Such notice shall include the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Humana Wellness, to have been, accessed, acquired, or disclosed In connection with such Security Breach. In addition, Humana Wellness shall provide any additional information reasonably requested by the Customer for purposes of investigating the Security Breach. Humana Wellness's notification of a Security Breach under this Section shall comply in all respects with each applicable provision of Section 13400 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

HUMANA WELLNESS SERVICES AGREEMENT

Breach notifications must be reported to the Customer by one (1) of the following methods:

By Mail:

By Phone:

By Email:

(11) With respect to Electronic Protected Health Information, Humana Wellness shall implement and comply with (and ensure that its subcontractors implement and comply with) the administrative safeguards set forth at 45 C. F. R. 164.308, the physical safeguards set forth at 45 C. F. R. 310, the technical safeguards set forth at 45 C. F. R. 164.312, and the policies and procedures set forth at 45 C. F. R. 164.316 to reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Customer. Humana Wellness acknowledges that, effective the later of the Effective Date of this Agreement or February 17, 2010, (i) the foregoing safeguard, policies and procedures requirements shall apply to Humana Wellness in the same manner that such requirements apply to Customer, and (ii) Humana Wellness shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguard, policies and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements.

(12) With respect to Electronic Protected Health Information, Humana Wellness shall ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect it.

(13) Humana Wellness shall report to Customer any Security Incident of which it becomes aware.

d. Obligations of the Customer.

(1) The Customer will use appropriate safeguards to maintain the confidentiality, privacy and security of Protected Health Information in transmitting same to Humana Wellness pursuant to the Arrangement and this Agreement.

(2) The Customer shall notify Humana Wellness of any limitation(s) in the Customer's notice of privacy practices that the Customer produces in accordance with 45 C. F. R. 164.520 (as well as any changes to that notice), to the extent that such limitation(s) may affect Humana Wellness's use or disclosure of Protected Health Information.

(3) The Customer shall provide Humana Wellness with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes affect Humana Wellness's use or disclosure of Protected Health Information.

HUMANA WELLNESS SERVICES AGREEMENT

(4) The Customer shall notify Humana Wellness of any restriction to the use or disclosure of Protected Health Information that the Customer has agreed to in accordance with 45 C. F. R. 164.522, to the extent that such restriction may affect Humana Wellness's use or disclosure of Protected Health Information.

e. Audits, Inspection and Enforcement. From time to time upon reasonable notice, or upon a reasonable determination by the Customer that Humana Wellness has breached this Agreement with respect to Protected Health Information, the Customer may inspect the facilities, systems, books and records of Humana Wellness to monitor compliance with this Agreement. Humana Wellness shall promptly remedy any violation of any term of this Agreement and shall certify the same to the Customer in writing. Waiver, whether expressed or implied, of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent or continuing breach of the same provision. In addition, waiver of one of the remedies available to either Party in the event of a default or breach of this Agreement by the other Party, shall not at any time be deemed a waiver of a Party's right to elect such remedy (ies) at any subsequent time if a condition of default continues or recurs.

To the extent that the Customer determines that such examination is necessary to comply with the Customer's legal obligations pursuant to HIPAA relating to certification of its security practices, the Customer or the Customer's authorized agents or contractors, may, at the expense of either of them, examine Humana Wellness's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to the Customer the extent to which Humana Wellness's security safeguards comply with HIPAA, the HIPAA Regulations or this Agreement.

4. Termination.

a. Material Breach. Notwithstanding anything to the contrary in the Wellness Services Agreement or this Agreement, a breach by Humana Wellness of any provision of this Agreement respecting Protected Health Information, as reasonably determined by the Customer, shall constitute a material breach of the Wellness Services Agreement providing grounds for immediate termination of the Wellness Services Agreement.

b. Reasonable Steps to Cure Breach. Humana Wellness shall take reasonable steps to alleviate any potential, alleged or actual violations of permitted disclosures of Protected Health Information. If Humana Wellness's efforts are unsuccessful, Customer may: (i) terminate the Wellness Services Agreement immediately or (ii) if termination of the Wellness Services Agreement is not feasible, report Humana Wellness's breach or violation to the Secretary of the Department of Health and Human Services.

c. Judicial or Administrative Proceedings. Either Party may terminate the Wellness Services Agreement, effective immediately, if: (i) the other Party is named as a defendant in a criminal proceeding for a violation of HIPAA or (ii) a finding or stipulation that the other Party has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which the Party has been joined.

HUMANA WELLNESS SERVICES AGREEMENT

d. Effect of Termination. Upon termination of the Wellness Services Agreement for any reason, Humana Wellness shall return or destroy all Covered Person Protected Health Information or Protected Health Information created or received by Humana Wellness with respect to the Customer that Humana Wellness still maintains in any form, and shall retain no copies of such Protected Health Information or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such Protected Health Information to those purposes that make the return or destruction of such Protected Health Information infeasible. The Customer shall have the final determination on whether Humana Wellness may destroy documents as opposed to returning the originals.

5. Indemnification. The Customer and Humana Wellness will indemnify, hold harmless, and defend each other from and against any and all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in connection with: (i) any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of a Party under this Agreement respecting Protected Health Information; and (ii) any claims, demands, awards, judgments, actions and proceedings made by any person or organization arising out of or in any way connected with the Party's performance under this Agreement.

6. Disclaimer. Humana Wellness makes no warranty or representation that compliance by Humana Wellness with this Agreement, HIPAA or the HIPAA Regulations will be adequate or satisfactory for the Customer's own purposes or that any information in the Customer's possession or control, or transmitted or received by the Customer, is or will be secure from unauthorized use or disclosure. The Customer is solely responsible for all decisions made by it regarding the safeguarding of Protected Health Information.

7. Assistance in Litigation or Administrative Proceedings. Humana Wellness shall make itself, and any subcontractors, employees or agents assisting Humana Wellness in the performance of its obligations under this Agreement, available, at no cost to the Customer, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Customer, or the Customer's directors, officers or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy attributable to Humana Wellness, except where Humana Wellness or its contractor, employee or agent is a named adverse Party.

8. No Third Party Beneficiaries. The Parties have not created and do not intend to create by this Agreement any third party rights under this Agreement, including but not limited to Covered Persons. There are no third party beneficiaries to this Agreement.

9. Receipt of Protected Health Information. Humana Wellness's receipt of Covered Person's Protected Health Information pursuant to the transactions contemplated by the Wellness Services Agreement shall be deemed to occur beginning on the execution date below, and Humana Wellness's obligations under this Agreement shall commence with respect to such Protected Health Information upon such receipt.

10. Interpretation. The Parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations. In the event of any irreconcilable conflict between this Agreement and the Wellness Services Agreement as to the subject matter referenced herein, this Agreement shall control.

HUMANA WELLNESS SERVICES AGREEMENT

11. Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, the safeguarding of Electronic Protected Health Information, or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, both Parties agree to negotiate in good faith any necessary amendment of this Agreement. Such amendment shall not be effective until both Parties have agreed in writing to its terms.

12. Survival. The respective rights and obligations of Humana Wellness under Sections 4(d) of this Agreement shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

Harris, Rothenberg International Inc.
d/b/a Humana Wellness:

By:_____

Name: Kristine Mullen

Title: Vice President, Wellness Strategies and Solutions

Date:_____

Address for Notice:

COPY TO:

Suwannee County School Board:

By:_____

Name: Ted L. Roush

Title: Superintendent of Schools

Date:_____

Address for Notice:

COPY TO:

Chairperson, Suwannee County School Board

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

Attachment A: Persons Authorized to Receive Protected Health Information on behalf of the Customer

Individual's Name:
Title:
Company Name:
Address:
City / State / Zip:
Telephone No.:
FAX No.:
E-Mail Address:

Individual's Name:
Title:
Company Name:
Address:
City / State / Zip:
Telephone No.:
FAX No.:
E-Mail Address:

Individual's Name:
Title:
Company Name:
Address:
City / State / Zip:
Telephone No.:
FAX No.:
E-Mail Address:

Individual's Name:
Title:
Company Name:
Address:
City / State / Zip:
Telephone No.:
FAX No.:
E-Mail Address:

Individual's Name:
Title:
Company Name:
Address:
City / State / Zip:
Telephone No.:
FAX No.:
E-Mail Address:

Add additional names as necessary

Statement of Work

The Go365 Program, referenced as **"The Program"**
Suwannee County School Board, referenced as **"Customer"**
May 1, 2017

This Statement of Work No. 1, **"Statement of Work"**, contains a description of the Program, and additional terms and conditions.

Definitions

Any capitalized term used but not defined in this Statement of Work shall have the same meaning ascribed to such term in the Agreement.

"Bucks" means a virtual currency that Covered Persons can redeem for products and services with Reward Redemption Partners.

"Engagements" means a suite of health and wellness-oriented activities, clinical goals/measures, educational programs, and other objectives for Covered Persons to pursue.

"Go365 Mall" means a web based rewards redemption center where Bucks earned by covered Persons may be used to obtain products and services from Reward Redemption Partners.

"Health Assessment" means the tool for assessing a Covered Person's current health status, health and wellness level, activity level, and other related factors using the following three (3) components: 1) a questionnaire which gathers data about the Covered Person; 2) a set of data transformations which are used to analyze the data; and 3) reports which present the data in an organized manner.

"Points" means an incentive value earned for eligible Engagements that a Covered Persons completes.

"Reward Redemption Partners" are independent contractors providing products and services to eligible Covered Persons. Reward Redemption Partners are not agents or employees of Go365.

"Reward(s)®" means the products and services available for purchase by Covered Persons through Reward Redemption Partners.

"Status" refers to a certain level of achievement within the incentive structure which can be attained by Covered Persons by earning Points. Currently the levels of achievement are: Blue, Bronze, Silver, Gold, and Platinum. Go365 reserves the right to modify the incentive structure at any time.

Statement of Work

The Go365 Program

The Program is a comprehensive wellness and rewards program offered by Go365, LLC (referred to as **"Go365"**, **"we"**, **"us"** and **"our"**) that encourages a healthy lifestyle, and rewards Covered Persons for taking steps to improve and continue healthy behaviors. Using the consumer-friendly online portal, Covered Persons work through a personalized wellness plan designed to meet their specific goals. The Program offers Covered Persons a simple and fun way to integrate healthy behaviors into their everyday lives, while simultaneously reducing their long-term health care costs. Wellness-driven decisions, such as, quitting smoking, or going to the gym, are automatically tracked and earn Covered Persons Points redeemable toward gifts like personal electronics, movie tickets and more. Everyone starts with an even playing field, regardless of where they are at along the wellness spectrum.

Reasonable Alternative Standard

Rewards for participating in the Program are available to all Covered Persons. If any Covered Persons think that they might be unable to meet a standard for a Reward under the Program, they may qualify for an opportunity to earn the same Reward by different means. Covered Persons should contact Customer Support at the number listed on the back of their Program ID card and we will work with them (and, in some cases with their healthcare practitioner) to provide a reasonable alternative with the same Reward value, given their current health status.

Scope of Services

Go365 may provide or make available the following services in connection with the Program:

- Engagements include, but are not limited to, the following: verifiable fitness activities, online courses, conversations, and calculators.
    - Online courses help Covered Persons evaluate the way they think about themselves, their life and their lifestyle. Each course, led by a certified trainer, is a transformational multimedia program teaching simple personal empowerment principles that are practical and enlightening. The course trainer motivates, educates, and demonstrates how to apply the simple but powerful concepts to even the most difficult challenges in life. Each course is five (5) to eight (8) sessions that are approximately thirty (30) minutes in length on average and Covered Persons must complete assignments and quizzes to progress in the courses.
    - Conversations are engaging online programs focusing on small, sustainable solutions and directly addressing the Covered Person and their health needs.
    - Calculators help assess and address risks, probabilities, and symptoms for a number of health factors. Each calculator will make suggestions for healthier living based on a Covered Person's answers.
- An initial Health Assessment and subsequent Health Assessments.
- An incentive structure designed to encourage Covered Persons to engage in the Program and achieve personal wellness goals. As of the effective date of this Statement of Work, incentive structure includes awarding of Points and Bucks for achievement of wellness goals and completion of program activities; Covered Persons may advance in Status dependent on earning of Points.
- Various Rewards for which Covered Persons may qualify to earn or receive based on Status, Bucks, and other criteria.
- The Go365 Champs is a program which provides support to selected Covered Persons to enable them to successfully promote the Rewards Program to their co-workers.
- Standard electronic communication materials for Covered Persons, to increase participation in Engagements, including emails, mobile app messaging, posters, and flyers.
- Call center administration and management to answer questions from Covered Persons pertaining to the Program.

Statement of Work

Participation
Customer hereby acknowledges that they have read and accept the Program Terms and Conditions and agree that Go365 has sole discretion in administering the Program and interpreting and modifying the Terms and Conditions. Go365 is not responsible for misinterpretation or lack of knowledge of the Terms and Conditions.

Participation in the Program may include physical exercise, blood testing, and other health and fitness activities. These activities may involve risks and may not be appropriate for all Persons Customer fully accepts all risk and responsibility associated with offering the Program. Go365 is not liable for any loss, injury, or other adverse events in connection with participation in the Program. Before taking part in the Program tests or activities, Covered Persons should obtain necessary medical advice about participating in the Program from their personal healthcare providers, including a thorough evaluation and review of their present physical condition and guidance regarding which activities are safe and appropriate for them.

Reward Requests
The Covered Person must adhere to the Program participation policies and procedures as set forth in the materials provided by Go365. Go365 is not responsible for ensuring Covered Persons' compliance with participation policies and procedures for the Program.

Unless stated otherwise, Covered Persons must request Rewards for certain Program activities. These requests must be submitted to Go365 within the designated submission period. Go365 will not recognize requests for Rewards after the submission period has ended. When indicated, Covered Persons must use the designated forms and provide all requested documentation of Covered Persons activities to be recognized as being eligible for Rewards. Covered Persons may need to provide their Go365 ID number to earn Rewards for certain activities.

Covered Persons are responsible for ensuring that Program participation and any eligible Rewards are credited accurately. If Covered Persons believe that a Program Reward has been earned but not properly credited, they may be required to submit supporting documentation or proof to Go365 to correct the discrepancy. Such requests must be submitted within thirty (30) days after the submission period has ended.

Points and Bucks will not be awarded unless earned in strict compliance with the requirements as established and intended by us, and Covered Persons shall not attempt to earn Rewards or participate in any aspect of the Program by any means (including, without limitation, by using any script, bot or other automated means) that only simulates compliance with the applicable requirements.

Program Rewards, discounts, or savings are not transferable and may not be combined nor can they be transferred to an estate, successor or assign(s). Bucks have no "real world" or cash value and are not redeemable for cash. Program Rewards, discounts, or savings do not constitute property of the individual. Covered Persons forfeit all Rewards, discounts or savings under the Program immediately upon termination from the Program regardless of the circumstances of termination. Bucks cannot be redeemed if Covered Persons are not enrolled in the Program, nor can they be redeemed after their expiration date regardless of enrollment status.

Redemption of Rewards
Rules specific to Rewards redemption are set forth in the materials provided by Go365. Violation of these may result in forfeiture of Rewards and/or termination from the Program.

Covered Persons with the Program Status of Bronze or higher can redeem Rewards in the Go365 Mall. Cash transactions can be made in the Go365 Mall without any consideration for program Status.

Statement of Work

The total number of Bucks that can be used to redeem an item from the Go365 Mall at any given time is the total number of Bucks available in the account at the time of redemption. After an item has been ordered from the Go365 Mall, the order is final and the appropriate number of Bucks will be deducted immediately from the account.

All Bucks redeemed for items are final. Bucks will not be refunded or placed back in the account for any reason after an order has been placed unless otherwise noted within the Go365 Mall Terms of Use. Merchandise may not be returned for any reason except if item is damaged or defective, where the return should be initiated no more than two (2) weeks from when the merchandise is shipped in which case item will be replaced with the same or like item. See the Go365 Mall Terms of Use for more details.

Rewards, Bucks prices, cash prices, discounts and Program Go365 Mall item availability are subject to change without notice or liability at the discretion of Go365.

For Bucks redemptions and most cash purchases Covered Persons must submit a valid email address to place an order; confirmation of the order will be made to this email address. Covered Persons are also responsible for ensuring the mailing address associated with their order is accurate and up to date. Some items and merchandise may not be eligible for shipment to P.O., A.P.O or F.P.O boxes. Unless otherwise noted, Rewards may only be shipped to the 50 United States and the District of Columbia.

Go365 is not responsible for and will not refund Bucks for: (i) non-receipt of an item shipped to the mailing address associated with the order; (ii) replacing shipments made to invalid or incorrectly supplied shipping addresses. Purchases will be shipped as indicated in the Go365 Mall; in some cases the item selected will not require shipping, such as electronic gift card codes which will be provided within the confirmation email. We are not liable for any damages to, losses of or delays in any shipments. Rewards merchants may have additional policies, terms, and conditions, which are published separately on the merchant's website. Please review the merchant website for complete details.

Go365 is the final authority on qualification for Go365 Engagement and rewarding of Points and Bucks, and reserves the right to deny or revoke Points, Bucks, Status, or other credits at any time. Go365 conducts random checks periodically to confirm the accuracy of information received. Incorrect and inaccurate information may result in the Covered Person not earning Points and Bucks or the removal of Points and Bucks.

Cost of Engagements

Customer acknowledges that some Engagements have costs which are not funded by Go365 (e.g. blood testing, fitness assessments, weight management classes, disease management programs, etc.), either under Customer's compensation to Go365 or otherwise. Go365 shall have no responsibility for funding such Engagements, unless previously agreed upon by both Parties. Humana's Account Management Team and/or Wellness Consultant will share information on the cost of Engagements with Customer management to review and obtain approval prior to incurring costs for the Engagements on behalf of the Customer.

Liability of Reward Redemption Partners

The Program Go365 Mall redemption partners are independent contractors and not agents or employees of Go365. Go365 and Program Parties hereby disclaims any liability, whether based on contract, tort, strict liability or otherwise, including without limitation liability for any direct, punitive, special, consequential, incidental or indirect damages, in connection with the goods or services provided by any Reward Redemption Partner through the website, including without limitation liability for any act, error, omission, injury, loss, accident, delay or irregularity which may be incurred through the fault, negligence or otherwise, of such Reward Redemption Partner and Customer hereby releases Go365 and Program Parties from any liability with respect to the same.

Statement of Work

Responsibilities of Customer
Customer shall make sufficient funds available on a timely basis to honor all Rewards requests under the Rewards Program. Sufficient funds for making Rewards payments must be made available, in accordance with the Agreement, to allow services under this Statement of Work to continue without interruption. Customer covenants that all methods employed to fund the Rewards Program shall comply with all applicable laws or regulations.

Termination
Effective the date of termination of the Agreement, or the Statement of Work, or the date of termination of the eligibility of a Covered Person, the services provided in this Statement of Work, all Bucks and eligibility for Rewards shall be deemed null and void, and Rewards may not be redeemed, regardless of whether Bucks, Status, or other qualifying criteria earned, or otherwise were still valid, prior to termination.

Health Coaching Program
Humana Wellness's Health Coaching Program is included with the Rewards Program and provides Covered Persons with unlimited access to a dedicated personal coach.

All coaches are experts in the behavior change process, utilizing a proprietary coaching model grounded in positive psychology and other trans-theoretical psychological theories. With a variety of backgrounds, Humana Wellness coaches have successfully completed a rigorous training program. Ongoing quality monitoring and mentoring enhance coaching skills and expertise.

Coaching Modalities
Coaches work with Covered Persons to develop personalized plans to support positive health behavior changes. Covered Persons with online access will be provided a confidential personal web page with a comprehensive platform of wellness tools and resources, and three (3) easy-to-access, coaching modalities, including:

- Online coaching
- Telephonic coaching
- Scheduled on-line chats

Health Coaching Program Topics
Health Coaching program topics include, but are not limited to the following areas:

- Weight Management
- Tobacco Cessation
- Stress Management
- Healthy Eating
- Physical Activity
- Cholesterol Management
- Blood Pressure Management
- Blood Glucose Management
- Back Care
- Preventive Health

Support Services
Support services provided and maintained as follows:

- Human Touch Platform support and content integration
- EBSCO: Peer-reviewed, accredited medical library

Statement of Work

- Website Landing Page and Built-In Features
  - Welcome Message of the Day
  - E-mail Inbox
  - My Journal
  - Trackers
  - Chats with My Coach
  - Surveys
  - Forums and Online Chat
  - Mood Calendar
  - Health Library
  - Virtual Trainer
  - Goal Trackers

Go365 Engagement Source

Customer will receive access to the Go365 Engagement Source, which provides the strategic support tools and resources necessary to implement customized promotional campaigns and drive engagement. Services include an initial Customer based assessment, a process for establishing goals and a plan for their wellness program, and the tools to kick it off, create a wellness committee, and promote their program throughout the year. The Customer's primary engagement contact will be added to the Engagement Source by the assigned Humana Account Representative. That contact will then receive a welcome email inviting them to participate in a site tour to familiarize them with the portal and the tools contained therein. The contact can also invite any other designated Go365 Champs to register on the site.

Go365 Website

Registration

To ensure Covered Persons have secure and consistent access to the Program website, an employee Eligibility File will be used to determine who should be granted access to the Program website and mobile app. Covered Persons will enroll online via the Go365 website at: https://www.Go365.com or through the Go365 App utilizing the standard login.

Customer must provide an Eligibility File including the required fields as defined in the eligibility documents which will be presented during the implementation process, as referenced in the New Case Document. The website launch will be contingent on successful completion of a valid Eligibility File and delivery of the initial Eligibility File thirty (30) days prior to the Program launch.

Terms and Conditions

A Terms and Conditions and Privacy Statement will be displayed to users during the Program website or app registration process. All Covered Persons will be required to accept the Terms and Conditions before gaining access to the Go365 website and app.

Data Integration and Exchange Capabilities

Go365 has the capability to integrate and exchange a variety of data sources as outlined in **Appendix B** as attached to this Statement of Work. Go365 utilizes basic demographic data combined with member-completed Health Assessment data to develop targeted, member-facing personalized activities and Go365's proprietary clinical triggers integrate verified biometrics.

Statement of Work

Additionally, Go365 both exchanges and integrates data from contracted third party providers (e.g. fitness device vendors, health clubs), to allow verification and tracking of Covered Person's intervention data to validate Rewards earnings. For Customers that purchase other Humana products, appropriate data will be integrated and exchanged to validate Rewards earnings.

Lastly, Go365 will analyze and aggregate data collected from Covered Persons for operations and quality assurance purposes and analyze data to target Covered Persons with personalized outreach who may benefit from Health Coaching or other services covered through Go365

Data may be aggregated across Go365 customers to identify trends and to benchmark results against similar populations. Data in aggregate, with no identifiable information about customers or Covered Persons, may be included in industry and scientific presentations and publications. All research will comply with the requirements of an independent institutional review board.

In cases where Go365 is interested in pursuing research with a specific organization, the research team will notify and obtain approval from the group before initiating these studies.

Reporting

Go365 will make reports available to Customer which summarizes Covered Persons' activity and Status, Reward expenses, and other aggregate measures with analysis. Fees may apply for custom reporting or data file transmissions as defined in **Appendix A** as attached to this Statement of Work.

Standard Go365 reports are available via self-serve on the Employer Portal and include, but are not limited to:

- Engagement Report – Refreshed every 24 hours; this report lists each Covered Person, their respective program Status and completion dates for the Health Assessment and biometric screening. There is a dependency on providers, for example, as to when biometric screening data is sent before Go365 can process and data populates the report.
- Activity Report – Updated monthly; this report provides aggregate information based on Health Assessment responses and biometrics and reflects group population health and lifestyle risks.

Other Standard reports are available on the Employer Portal and by request. Customized reporting is available on a limited basis and is subject to NCQA accreditation guidelines, the Go365 Notice of Privacy Practices, and legal and business approval. Charges may be associated with producing custom reports.

Go365 will not share personal health information (PHI) with employers.

Go365 Payment and Pricing Terms

Humana Wellness payment terms are as outlined in the Agreement. Pricing terms for Go365 services are outlined in **Appendix A** as attached to this Statement of Work.

Go365 Services Timeline

The timeline for standard implementation is sixty (60) days from the date of the signed Agreement. Implementation work will not begin until the Agreement is executed and confirmation of a valid test Eligibility File has been delivered by the Customer and has been approved by Humana Wellness.

Statement of Work

Term of Statement of Work
The term of this Statement of Work shall be effective May 1, 2017, ending on the termination date defined in the Agreement.

Signatures
Please sign, date, scan, and email a copy of this Statement of Work to WellnessSolutions@humana.com authorizing Humana Wellness to provide the services described herein. If an original copy is needed, please print and sign two (2) original copies and send for countersignature to Humana Wellness, Attn: Kristine Mullen (HUM 15), c/o Jennifer Hale, 500 W Main Street, Louisville, KY 40202.

Ted L. Roush
Printed Name of Customer Representative

Date

Superintendent of Schools
Representative's Title

Suwannee Co. School Bd.
Company

Chairperson, Suwannee County School Board

Representative's Signature

Kristine Mullen
Printed Name of Humana Wellness Representative

Date

Vice President, Wellness Strategies and Solutions
Representative's Title

Humana Inc.
Company

Representative's Signature

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

Statement of Work

Appendix A: Go365 Pricing

For clarity purposes, per **"eligible member"** below means **"Covered Person"** as defined in the Humana Wellness Services Agreement. Fees are billed based on the eligible member per month, not based on active participation by Covered Persons.

Go365 Services	Fees
Go365 and Health Coaching	$3.91per eligible member per month (PMPM) [Total Administration Fee*
*Fees do not apply to any eligible dependent children.	
The Go365 and Health Coaching fee includes: - Standard employee and employer reporting. Additional charges apply for custom reporting. - Standard data feeds accommodating eligibility and participating network fitness facilities. Data feeds will be reviewed on a case by case basis and may be subject to an additional charge. *Note: Inbound medical preventive file feeds are only available to Customers with 1,000+ employees.* - Standard electronic communication materials. Additional charges apply for printing and mailing materials. Humana Wellness cannot accommodate customized communications. - Additional services listed below are not part of the Total Administration Fee and will be charged to Customer in addition to the Total Administration Fee.	

Go365 Services	Biometric Screening and Rewards Fees
Retail Biometric Screenings Humana Wellness contracts with retail biometric screening vendors that will perform biometric screenings for the Customer's Covered Persons.	$53.00 per biometric screening (subject to change due to standard rate inflation, not to exceed $60.00 during the contract period) Humana Wellness will bill the Customer upon receipt of the invoice from the vendor. Customer will submit payment to Humana Wellness at the following address: Harris, Rothenberg International Inc. d/b/a Humana Wellness Attn: Lockbox 3594 3594 Reliable Parkway Chicago, IL 60686-0035
Redeemed Rewards	Rewards redeemed by Covered Persons will be charged to Customer by Humana Wellness.

Statement of Work

Go365 Customization Fees	
Custom Reporting	The Go365 program offers employer groups self-service access to several standard reports at no additional charge. Requests to customize these reports or to send these reports to the employer group or to a third party via a data feed are subject to an additional fee which will be priced based upon request and frequency.

Go365 Fee Term
The Go365 monthly fees presented in this **Appendix A** are valid for the period of time beginning on May 1, 2017 and ending on April 30, 2018, except as otherwise stated.

Statement of Work

Appendix B: Data Exchange and Integration Capabilities

Data Source or Type	Data Exchange and Integration Capabilities	How the Data Is Used
Health Plan Claims or Encounter Data	Go365 can integrate specific claims and encounter information for Rewards fulfillment from Humana and non-Humana sources	• Required for administering certain Rewards such as preventive health screenings
Demographic Data	Go365 can integrate and exchange gender and date of birth data from both Humana and non-Humana partner sources	• Required for identifying risk factors and creating a personalized program experience • Data may also be used for administering certain Rewards
Biometric Data	Go365 can integrate biometric screening and lab data from Humana-contracted and non-contracted labs and medical providers Providers can also submit biometric screening data from onsite health clinics and employer-sponsored health fairs	• Required for identifying certain risk factors and creating personalized activities using biometric data such as blood pressure, height, weight, and cholesterol • Data may also be used for administering certain Rewards
Medical Providers	Go365 can integrate data such as biometric screening values and flu shot information from Humana and non-Humana medical providers and partner sources	• Not required, but can be utilized for identifying risk factors or creating personalized experiences • Required for administering certain Rewards
Data Aggregators	Go365 can exchange data with third party data aggregators or non-Humana partner sources Go365 can exchange program activity data such as completion of Health Assessment, and Biometric Screening and Points earned (Status) by engaging in activities in the Program	• Not required for identifying risk factors or creating personalized experiences unless the aggregator is for demographics; then required • Required for administering certain Rewards if Customer uses a data aggregator for other services that support administering certain Rewards
Pharmacy Benefit Management Organizations	Go365 does not integrate or exchange pharmacy data at this time	Not applicable
Managed Behavioral Health Organizations	Go365 does not integrate or exchange behavioral health data at this time	Not applicable
Disease Management Organizations	Go365 does not integrate or exchange disease management data at this time	Not applicable

SUWANNEE COUNTY SCHOOL DISTRICT

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TED L. ROUSH
Superintendent of Schools

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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: Janene Fitzpatrick, Assistant Superintendent of Instruction

THRU: Vickie DePratter, Chief Financial Officer

DATE: July 11, 2017

RE: Agenda Item for the July 25, 2017, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of the following agreement for the 2017-2018 school year.

#2018-53 Memorandum of Understanding (MOU) between Florida Virtual School (FLVS) and Suwannee County School Board for all students within the Blended Learning Community (*Renewal*)

BACKGROUND:

This agreement states that FLVS will provide virtual courses, complete with teachers, for students within the Blended Learning Community.

Blended Learning Community

flvs

MEMORANDUM OF UNDERSTANDING
BETWEEN
FLORIDA VIRTUAL SCHOOL
AND
Suwannee County School Board

This 2017-2018 MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Suwannee County School Board, hereinafter referred to as School or District, and FLORIDA VIRTUAL SCHOOL, hereinafter referred to as FLVS.

A. PURPOSE:
The purpose of this MOU is to form a relationship between the School/District and FLVS with the intent to ensure innovative learning solutions for all students within the Blended Learning Community (BLC). A Blended Learning Community (BLC) is a school whereby two (2) or more students are working on the FLVS course(s), taught by an FLVS instructor, in a learning location at a school with a dedicated facilitator. FLVS's goal is to provide the necessary teachers for each Blended Learning Community (BLC) commencing on the School's preferred start date. To accommodate your preferred start date and hire the necessary teachers, the School principal and/or authorized district representative is required to sign this MOU no later than seven (7) days after document is received so that both parties are in agreement of this commitment.

B. Notice in Advance of Start Date: To accommodate your preferred start date and to hire the appropriate number of teachers, the following guidelines are in order:
1. BLCs with 2-29 students will require a minimum of 10 days advanced notice by submitting a formal request of course(s) with number of seats in our student information system, Virtual School Administrator (VSA), in order to provide the appropriate teachers by the preferred start date for the BLC.
2. BLCs with 30-149 students will require 30 days advanced notice by submitting a formal request of course(s) with number of seats in our student information system, Virtual School Administrator (VSA), in order to provide the appropriate teachers by the preferred start date for the BLC.
3. BLCs with 150 plus students will require 60 days advanced notice by submitting a formal request of course(s) with number of seats in our student information system, Virtual School Administrator (VSA), in order to provide the appropriate teachers by the preferred start date for the BLC.

C. FLVS is responsible for:
1. Training for the BLC school facilitator, including an emphasis on Blended Learning support strategies.
2. Training for the School Counselor(s).
3. Training for the District and school administration.
4. A registration process specifically designed for BLC students.
5. Ongoing virtual and/or face-to-face support from an FLVS instructor, District Relations Manager, Blended Learning Specialist, and FLVS support staff.
6. Highly-qualified, state-certified instructors.

flvs

7. Direct instruction using synchronous teaching methods.
8. Providing ongoing evaluation and support of all members of the Blended Learning Community.
9. Providing progress monitoring tools at student and school level.
10. Invoicing for applicable enrollments.
11. Providing data required for FTE reporting by district (as permitted by FDLE).

D. School District is responsible for providing:
1. Accurate request for reservation to secure courses.
2. Selecting academically appropriate courses by benchmark dates as stated above and within the enrollment period:
   - Fall: May 31 to September 1
   - Spring: November 15 to January 31
   - Summer: April 1 to June 1
3. Provide FLVS a complete student information roster with the minimum data requirements (last name, first name, date of birth and grade level). Noncompliance will result in FTE reported by FLVS.
4. Dedicated Blended Learning Community (BLC) facilitator to monitor students and verify attendance – does not have to be a certified Instructor.
5. Student computer access (4 – 6 hours each week per course) and other minimum technology required as listed on the FLVS website.
6. Two-way long distance communication access for FLVS Instructor – student phone calls.
7. Access to stakeholders involved in the success of the BLC for training and communications from FLVS.
8. Parent's notification of student's participation in the Blended Learning Community.
9. Reporting the FTE associated with these enrollments.

E. Fees

FLVS will invoice the school district on the 30th day for each billable enrollment* within the Blended Learning Community at $267.00 per each half credit enrollment. School District shall pay the bill/invoice in accordance with the contract terms of Net 30days.

1. **Billable Enrollments:** Any enrollments* in Classroom Assigned or Active status in VSA for a minimum of 30 consecutive day or 20% complete in any status, FLVS will bill the school/district for the student, regardless of the student's status upon receipt of invoice.
   **Segment 2 enrollments of a full credit course will become billable once enrollments are either 20% complete or have been in CA or A status for at least 30 calendar days of second semester start.*

   Second Semester for the school or district begins on January 8, 2018.

2. **Invoice Schedule:** District will be invoiced for each billable enrollment Classroom Assigned or Active in VSA for 30 consecutive days or 20% complete in any status (on or near: mid-October, mid-February, and mid-June); FLVS will bill the school/district for the student, regardless of the student's status upon receipt of the invoice.

Cycle	Enrollment Data Date Range	Invoice Sent
Cycle 1	July - October	Mid-November
Cycle 2	November - February	Mid-March
Cycle 3	March - June	End of June
Cycle 4	True-up/Enrollments not captured in previous cycle	Mid-July

flvs

3. All fees associated with Advanced Placement and Industry Certification examinations will be the responsibility of the school or district reporting the FTE.

Billing Contact Personnel:

School or District	Florida Virtual School
Name: Jillian Herron	**Name:** Kristine Campanelli
School/District Address: 702 2nd St NW, Live Oak, FL 32064	**Address:** 2145 Metrocenter Blvd. Suite 100 Orlando, Florida 32835
Email: jillian.herron@suwannee.k12.fl.us	**Email:** kcampanelli@flvs.net
Telephone No.: 386-647-4625	**Telephone No.:** 407-513-3346

F. FAILURE TO COMPLY WITH THE TERMS OF THIS MOU MAY RESULT IN ONE OR MORE OF THE CONSEQUENCES BELOW:
1. Delay start date.
2. Students placed as traditional FLVS Part-time Virtual Learning Lab (VLL) student.
3. Future lab request(s) may be denied.
4. Completed students' lists should be submitted no later than one (1) month from BLC start date; otherwise student will be enrolled as part-time, and FTE sharing will apply for enrollments not tagged as BLC.

G. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:
1. ACADEMIC INTEGRITY IN THE BLC. Each staff member has a stake in ensuring the highest standards of academic integrity. Teachers synchronize various aspects of FLVS to ensure the best possible experiences for their students.

Instructors will:
- Act as a resource for student questions.
- Submit various assignments into the **Turnitin.com** database.
- Coordinate any academic integrity issues with the lab facilitator, their Instructional Leader, and Academic Integrity Support Personnel.
- Verify student mastery of content through Discussion-Based Assessments and authentic assessments.
- Convey incidents and consequences to the student and facilitator.

Facilitators will:
- Provide supervision through close proximity while circulating the lab.
- Encourage students to seek support from FLVS Instructors.
- Encourage student to seek support from the facilitator.
- Discourage inappropriate collaboration of students.
- Ensure students are provided with appropriate equipment and that equipment is not shared by students who are actively working in the same FLVS coursework.
- Require that students protect their password information and coursework.
- Protect students' user names, passwords, and other private information.
- Adjust seating arrangements to help promote students' integrity.
- Communicate with the student, FLVS Instructor and Academic Integrity Investigator with regards to concerns and consequences.

flvs

2. MODIFICATION: Modifications to this Agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officials, prior to any changes being performed.

3. PARTICIPATION IN SIMILAR ACTIVITIES: This Agreement in no way restricts FLVS or School or District from participating in similar activities with other public or private agencies, organizations and individuals.

4. PRINCIPAL CONTACT: Contact your District Relations Manager (DRM) with questions concerning this Agreement. The principal contacts for this instrument are:

School or District	**FLVS**
Authorized Official:	Authorized Official:
Ted L. Roush, Superintendent Suwannee County School District X 702 2nd Street, NW Live Oak, FL 32064	x

5. COMPLIANCE: The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity, Non-Discrimination and Immigration.

6. COMMENCEMENT/EXPIRATION DATE: This Agreement is executed as of the date of last signature and is effective through 6/30/2018 at which time it will expire unless extended.

7. LIABILITIES: It is understood that neither party to this Memorandum of Understanding is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, agents or students (if applicable), howsoever caused, to the extent allowed by their respective state laws.

8. THE PARTIES ACKNOWLEDGE THAT NEITHER PARTY MAKE A WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

FOR: **School or District:**

Chairperson, Suwannee County School Board

Date: _____

Name and Title Ted L. Roush, Superintendent

FOR: **Florida Virtual School:**

Date: _____

Mr. Ronald Blocker; President and CEO

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

SUWANNEE COUNTY SCHOOL DISTRICT

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BOARD ATTORNEY

MEMORANDUM

TO: Ted L. Roush, Superintendent of Schools

FROM: Janene Fitzpatrick, Assistant Superintendent of Instruction

THRU: Vickie DePratter, Chief Financial Officer

DATE: July 11, 2017

RE: Agenda Item for the July 25, 2017, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of the following agreement for the 2017-2018 school year.

#2018-54 Memorandum of Understanding (MOU) between Florida Virtual School (FLVS) and Suwannee County School Board for all students within the Virtual Learning Lab (*Renewal*)

BACKGROUND:

This agreement states that FLVS will provide virtual courses, complete with teachers, for students within the Virtual Learning Lab.

flvs

Virtual Learning Lab

MEMORANDUM OF UNDERSTANDING
BETWEEN
FLORIDA VIRTUAL SCHOOL
AND
Suwannee County School Board

This 2017-2018 MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Suwannee County School Board, hereinafter referred to as School or District, and FLORIDA VIRTUAL SCHOOL, hereinafter referred to as FLVS.

A. PURPOSE:
The purpose of this MOU is to form a relationship between the School/District and FLVS with the intent to ensure innovative learning solutions for all students within the Virtual Learning Lab (VLL). A Virtual Learning Lab (VLL) is a school whereby students are working on FLVS course(s) taught by FLVS instructor(s) at a school with a facilitator. FLVS's goal is to provide the necessary teachers for each VLL commencing on the School's preferred start date. To accommodate your preferred state date and hire the necessary teachers, the School principal and/or authorized district representative is required to sign this MOU no later than seven days after document is received so that both parties are in agreement of this commitment.

B. FLVS is responsible for:
1. Training for the VLL school facilitator.
2. Training for the School Counselor(s).
3. A registration process specifically designed for VLL students.
4. Ongoing support from an FLVS instructor and/or a Blended Learning Specialist.
5. Highly-qualified, state-certified instructors.
6. Invoicing for successfully completed enrollments.
7. Providing data required for FTE reporting by district (as permitted by the FDLE).

C. School/District is responsible for providing:
1. Selecting academically appropriate courses by benchmark dates as stated above and within the enrollment period:
   - Fall: May 31 to September 1
   - Spring: November 15 to January 31
   - Summer: April 1 to June 1
2. Provide FLVS a complete student information roster with the minimum data requirements (last name, first name, date of birth and grade level). Noncompliance will result in FTE reported by FLVS.
3. Accurate request for reservation to secure courses.
4. Virtual Learning Lab facilitator to monitor students – does not have to be a certified instructor.
5. Computer access and other minimum technology required as listed on the FLVS website for the students to take the courses at school. This includes computer access 4 to 6 hours each week per course.
6. Two-way long distance communication access for FLVS instructor – student phone calls.
7. Parent's notification of student's participation in FLVS course.
8. FTE submission associated with these enrollments.

flvs

Virtual Learning Lab

D. Fees:
FLVS will invoice the school district for each billable enrollment at $325.00 per each half credit completion. School district shall pay the bill/invoice in accordance with this contract at Net 30days.

1. **Billable Enrollments:** Any half credit completion issued by FLVS instructor through final grade report sent via Virtual School Administrator (VSA).
2. **Invoice Schedule:** School/District will be invoiced for enrollments that have completed during each billing cycle, identified by status 'Completed' in VSA. The billing cycle is outlined in the invoicing schedule section below. The final billing amount will be net of amount paid by the district in the first billing. (October 1/January 15; March 1/June 30; July 1/August 15).

Cycle	Enrollment Data Date Range	Invoice Sent
Cycle 1	July – October	Mid-November
Cycle 2	November – February	Mid-March
Cycle 3	March – June	End of June
Cycle 4	True-up/Enrollments not captured in previous cycle	Mid-July

3. All fees associated with Advanced Placement and Industry Certification examinations will be the responsibility of the school or district reporting the FTE.

BILLING CONTACT PERSONEL:

School or District	Florida Virtual School
Name: Jillian Herron	**Name:** Kristine Campanelli
School/District Address: 702 2nd St NW, Live Oak, FL 32064	**Address:** 2145 Metrocenter Blvd. Suite 100 Orlando, Florida 32835
Email: jillian.herron@suwannee.k12.fl	**Email:** kcampanelli@flvs.net
Telephone No.: 386-647-4625	**Telephone No.:** 407-513-3346

E. FAILURE TO COMPLY WITH THE TERMS OF THIS MOU MAY RESULT IN DENIAL OF FUTURE VLL REQUESTS AT THE RATE STATE ABOVE.

F. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. ACADEMIC INTEGRITY IN THE VLL. Each staff member has a stake in ensuring the highest standards of academic integrity. Teachers synchronize various aspects of FLVS to ensure the best possible experiences for their students.

Instructors will:

- Act as a resource for student questions.
- Submit various assignments into the **Turnitin.com** database.
- Coordinate any academic integrity issues with the lab facilitator, their Instructional Leader, and Academic Integrity Support Personnel.
- Verify student mastery of content through Discussion-Based Assessments and authentic assessments.
- Convey incidents and consequences to the student and facilitator.

Facilitators will:

- Provide supervision through close proximity while circulating the lab.
- Encourage students to seek support from FLVS instructors.
- Encourage students to seek support from the facilitator.
- Discourage inappropriate collaboration of students.

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Virtual Learning Lab

- Ensure students are provided with appropriate equipment and that equipment is not shared by students who are actively working in the same FLVS coursework.
- Require that students protect their password information and coursework.
- Protect students' user names, passwords, and other private information.
- Adjust seating arrangements to help promote students' integrity.
- Communicate with the student, FLVS Instructor and Academic Integrity Investigator with regard to concerns and consequences.

2. MODIFICATION: Modifications to this Agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officials, prior to any changed being performed.

3. PARTICIPATION IN SIMILAR ACTIVITIES: This Agreement in no way restricts FLVS or School or District from participating in similar activities with other public or private agencies, organizations, and individuals.

4. PRINCIPAL CONTACTS: Contact your District Relations Manager (DRM) with questions concerning this agreement. The principal contacts for this instrument are:

School or District	**FLVS**
Authorized Official:	Authorized Official:
X Ted L. Roush, Superintendent Suwannee County School Bd. 702 2nd St. NW Live Oak, FL 32064	X

5. COMPLIANCE: The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity, Non-Discrimination and Immigration.

6. COMMENCEMENT/EXPIRATION DATE: This Agreement is executed as of the date of last signature and is effective through 6/30/2018 at which time it will expire unless extended.

7. LIABILITES: It is understood that neither part to this Memorandum of Understanding is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, agents or students (if applicable), however caused, to the extent allowed by their respective state laws.

8. THE PARTIES ACKNOWLEDGE THAT NEITHER PARTY MAKES A WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PUPRPOSE.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

FOR: **School or District:** _____ Chairperson, Suwannee County School Board

Date: _____

_____
Name and Title Ted L. Roush, Superintendent

For: **Florida Virtual School:**

Date: _____

_____
Mr. Ronald Blocker; President and CEO

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

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LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Ted L. Roush, Superintendent of Schools

FROM: Janene Fitzpatrick, Assistant Superintendent of Instruction

THRU: Vickie DePratter, Chief Financial Officer

DATE: July 11, 2017

RE: Agenda Item for the July 25, 2017, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of the following agreement for the 2017-2018 school year.

#2018-55 Florida Virtual School Franchise Agreement for State of Florida School District between the Board of Trustees of the Florida Virtual School (FLVS) and Suwannee County School Board (*Renewal*)

BACKGROUND:

The Suwannee County School Board enters into the franchise agreement with FLVS to provide curriculum for students enrolled in Suwannee Virtual School.

flvs

Florida Virtual School
Franchise Agreement (USAss)

FLORIDA VIRTUAL SCHOOL FRANCHISE AGREEMENT FOR
STATE OF FLORIDA SCHOOL DISTRICT

THIS FLORIDA VIRTUALSCHOOL FRANCHISE AGREEMENT FOR STATE OF FLORIDA SCHOOL DISTRICT ("Agreement") made and entered into this 1st day of July, 2017, by and between the Board of Trustees of the Florida Virtual School (hereinafter referred to as "FLVS"), having its principal office at 2145 Metrocenter Boulevard, Orlando, Florida, 32835 and Suwannee County School Board, (hereinafter referred to as "Customer"), having its principal place of business at 702 2nd St. NW, Live Oak, FL 32064, provides as follows:

WHEREAS, the State of Florida established FLVS for among other reasons, the purpose of developing and delivering distance learning education to the K-12 students of the State of Florida, and

WHEREAS, Customer is a public school district within the State of Florida desirous of utilizing the products and/or services of FLVS, and

WHEREAS, Florida Statute 1002.37(5)(i) authorizes FLVS to enter into franchise agreements with Florida school districts,

NOW THEREFORE, for and in consideration of the mutual promises hereinafter exchanged and received by the parties, FLVS and Customer agree as follows:

1. FLVS hereby issues this franchise pursuant to the terms and conditions contained herein and contained on the FLVS web site - www.flvs.net - section for the State of Florida School District Franchise Agreement and Customer hereby accepts if pursuant to the terms and conditions.

2. Customer hereby agrees to accept said franchise for the academic school year July 1, 2017 through June 30, 2018. In accepting the franchise agreement Customer does hereby agree to be bound by and comply with all terms and conditions contained herein.

3. Customer shall pay to FLVS the franchise fees described in Appendix A. The franchise fee shall be due and paid as provided for in Appendix A. Failure to pay the franchise fees when due shall be grounds for the immediate termination or suspension of all services due by FLVS hereunder.

All overdue (90-plus days) accounts will be subjected to a 10 percent late fee and maybe denied access to FLVS content in the discretion of FLVS. This franchise agreement will be suspended until payment is received by FLVS.

flvs

Florida Virtual School
Franchise Agreement(USAss)

4. The term shall be effective on the effective date for a period of one (1)year and shall terminate in accordance with thisarticle.
Either party may by notice in writing terminate this agreement if (i) the other party breaches or fails to observe or perform any of its obligations set forth out in this agreement, including failure to pay franchise and/or training fees, and fails to cure such breach or failure within thirty (30) days after written notice; or (ii) either party becomes insolvent, or makes an assignment for the general benefits of creditors, or any proceedings are commenced by or against either party under any bankruptcy or insolvency laws or if proceedings for the appointment of a trustee, custodian, receiver or receiver manager for either party are commenced, or if either party ceases or threatens to cease to carry on business; or (iii) upon ninety (90) days' written notice by FLVS or Customer to the other party of its termination of theagreement.

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

Chairperson, Suwannee County School Board

FLORIDA VIRTUAL SCHOOL	LICENSEE
Signature	Signature
Mr. Ronald Blocker Name	Ted L. Roush Name
President and CEO Title	Superintendent of Schools Title
Date	Date

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

Rev 2.20.2017

flvs

Florida Virtual School
Franchise Agreement (USAss)

FLVS Franchise Agreement
TERMS AND CONDITIONS

ARTICLE 1 – INTERPRETATION

1.1 DEFINITIONS

In this Agreement and in Appendix A, B, C, D, and E, the following terms shall have the respective meanings ascribed to them as follows:

a) **"Affiliate"** means with respect to any person, and other person directly or indirectly controlling, controlled by, or under common control of such person. "Control" as used here means the legal, beneficial or equitable ownership, directly or indirectly, of more than 50% of the aggregate of all voting interest in such entity.
b) **"Business Days"** means Monday through Friday excluding any day which is a nationally observed holiday in both the United States of America and Canada.
c) **"Business Hours"** means 8:00 AM – 8:00 PM Eastern Time on Business Days.
d) **"Components"** means the components of the FLVS Software referred to in Appendix A.
e) **"Confidential Information"** means (i) all information of either party or its Affiliates or of third persons to whom the party owes a duty of confidence that is marked confidential, restricted or proprietary, or that may reasonably be considered as confidential from its nature, or from the circumstances surrounding its disclosure; and (ii) the Licensed Materials.
f) **"Content Licenses"** means the utilization licenses and associated restrictions with respect to the Licensed Course Content granted to Customer hereunder which are set for in Appendix A.
g) **"Customization"** means a client customizable area is provided which includes: 1) a communication policy; 2) netiquette recommendations; 3) pace charts; 4) student resource page; 5) optional contact and help pages; 6) state and national standards; 7) Drop Policy – It is advised that a customizable drop/add period be no more or no less than the FLVS implemented 14 day drop/add period.
h) **"Data"** means customer information entered the licensed products to include, but not limited to, student, staff, school, and parent information.
i) **"Billable Enrollment"** will be any student that achieves 20% course completion or is on active status in VSA for a minimum of 30 days. FLVS will bill the Customer for the student regardless of the student's status upon Customer's receipt of invoice.
j) **"FLVS Proprietary Products"** includes, but is not limited to, FLVS source content and the FLVS Virtual School Administrator product.

k) **"Intellectual Property Rights"** includes all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights.

l) **"Learning Management Systems or LMS"** means the software based system ("Platform") that must be utilized to access the Licensed Course Content.

m) **"License"** means Customer's license to use the Licensed Materials described in Appendix A.

n) **"License Fees"** means the license fees to be paid by the Customer to FLVS, which are described in Section 4.1.

o) **"Licensed Course Content"** means the Components of the FLVS Course Content in object code format licensed to Customer hereunder and described in Appendix A and such additional third party Components required as part of the FLVS Course Content.

p) **"Licensed Materials"** means the Licensed Course Content, LMS, Virtual School Administrator, Documentation and included Renewal Releases and updates, which FLVS and (LMS Software) may from time to time provide to Customer.

q) **"Platform Provider"** means learning management system provider.

r) **"Virtual School Administrator (VSA) License"** means the licenses and associated restrictions with respect to the Licensed Virtual School Administrator.

ARTICLE 2 – LICENSE

2.1 LICENSED MATERIALS

Course Content and Materials

a) Subject to the provisions of this Agreement, including the provisions of Article 8, FLVS hereby grants to Customer, and Customer hereby accepts from FLVS, the personal, non-transferrable and non-exclusive Franchise License to use the Licensed Materials for Customer's internal business purposes in accordance with FLVS Licenses.

b) FLVS Virtual School Administrator will be used as the registration and Student Information Management System.

c) Florida Virtual School courses will only be delivered on FLVS approved Learning Management Systems.

2.2 Third Party Users

For the purpose of operating Customer's business, the parties intend that certain unrelated third parties with whom the Customer has a business relationship, such as a supplier or customer, and the employees of such third person (hereunder "Business Third Parties"), will have limited right to use certain Components of the Licensed Course Content solely for the purpose of providing services to Customer. All such services will be solely for the benefit of Customer's internal business operations. The Business Third Parties may not utilize the Licensed Course Content for other than the direct benefit of Customer's internal benefit, in accordance with the terms of this Agreement, and the Customer shall assure third party compliance with this provision and the terms of this Agreement.

ARTICLE 3 – DELIVERY AND INSTALLATION

3.1 Delivery of Licensed Materials

FLVS agrees to deliver the Customer one (1) copy of the most current release available by request of the Licensed Materials. The Documentation will be provided solely in the English Language, except in cases where FLVS has specifically provided for foreign language documentation.

3.2 Software Security

a) The Customer will ensure all reasonable measures are taken to protect the Licensed Materials from any unauthorized use.

b) FLVS will ensure all reasonable measures are taken to protect the Customer Data while in use at the FLVS site. Reasonable measures include, but are not limited to, the Customer Data being stored on a secure server in a secured building behind an internet firewall with role-based level password protection for all access to such data.

3.3 Background Screening

As a public school, FLVS complies with all statutes regarding background screening of employees, in accordance with Florida Law.

ARTICLE 4 – PRICE AND PAYMENT TERMS

4.1 License Fees

a) Customer shall pay to FLVS the Franchise fees described in Appendix A and C (the "License Fees"). The License Fees shall be due and paid as provided for in Appendix A pursuant to the provisions of the Local Government Prompt Payment Act after receipt of FLVS's invoice. The Local Government Prompt Payment Act requires the Customer to pay a correct and undisputed invoice within 45 days of the Customer's Accounts Payable Department's receipt of said invoice. The Customer shall incur no obligation for payment until issuance of a purchase order to FLVS. Failure to pay the License Fees when due shall be grounds for the immediate termination or suspension of all services due by FLVS hereunder.

b) The payment of all amounts as well as the accrual of interest for any amounts not paid shall be accordance with the Local Government Prompt Payment Act, Section 218.70, et seq. All overdue (90+ days) accounts will be subjected to a 10% late fee and may be denied access to FLVS Content. The Licensing Agreement will be suspended until payment is received by FLVS.

ARTICLE 5 – PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION

5.1 Title to Licensed Materials

Customer acknowledges and agrees that FLVS, Licensors of FLVS, and the Platform Provider shall retain all right, title and interest in and to the Licensed Materials and all copies thereof, including, without limitation, the Intellectual Property Rights therein, and that nothing herein transfers or conveys to Customer any ownership right, title or interest in or to the Licensed Materials or to any copy thereof or any right with respect to the Intellectual Property Rights therein. FLVS has the right to license Materials to the School Board. Nothing in this Agreement shall be construed as conferring upon the Licensee any right or interest in Florida Virtual School's or the Platform Provider's intellectual property or in their registration or in any designs, copyrights, patents, trade names, signs, emblems, insignia, symbols and slogans or other marks used in connection with the software other than as provided in this Agreement.

To the extent permitted by law, FLVS shall defend, indemnify and hold the Customer, its officers, agents, employees, successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i)

infringement by FLVS of any third-party patent, copyright or trademark or (ii) misappropriation by FLVS of any third-party trade secret in connection with the foregoing. FLVS will indemnify and hold harmless the Customer, its officers, agents, employees, successors and assigns from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the School Board, its officers, agents, employees, successors and assigns. If FLVS uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. The parties shall also be bound by any applicable federal law as it relates to the use of any federal monies for the license under this Agreement.

5.2 Confidential Information

To the extent permitted by law, each party agrees to maintain the Confidential Information of the other party. Each party shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99), or any other state or federal law or regulation regarding confidentiality of student information and records. This provision shall survive the termination of or completion of all performance or obligations under this Agreement, and shall remain fully binding upon both parties.

5.3 Protection and Proprietary Rights

a) Customer shall not remove any proprietary copyright, patent, trademark, design right, trade secret, or any other proprietary rights legends from the Licensed Materials.

b) Customer agrees not to disassemble, decompile, translate into human readable form or into another computer language, reconstruct or decrypt, or reverse engineer all or any part of the Licensed Materials in accordance with the law.
Further, Customer shall not write or develop any derivative works or computer programs based upon any part of the Licensed Materials.

c) The Customer hereby agrees that FLVS is the owner of all rights intellectual and otherwise for the Course Content and Virtual School Administrator product that will be provided and has the legal right to franchise and charge a fee for the use of that material and the legal right for an injunction. The discretion of Florida Virtual School on all matters concerning the intellectual property shall be final, conclusive and binding on the Customer.

5.4 Audit Rights

FLVS may audit the use of their proprietary products and enrollment at any time while providing service hereunder. FLVS will conduct continuous audits for instructional quality. The results of this audit will be provided to the Customer and the Florida Department of Education.

5.5 Email Access

District is responsible for providing FLVS, upon request, all email correspondence between teacher and student.

5.6 Public Records

Florida Virtual School is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law including: (a) keeping and maintaining public records that ordinarily and necessarily would be required by the BOARD in order to perform the service; (b) providing the public with access to public records on the same terms and conditions that the BOARD would provide the records and at a cost that does not exceed the cost provided in chapter or as otherwise provided by law; (c) ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meeting all requirements for retaining public records and transfer at no cost to the BOARD, all public records in possession of the contractor upon termination of the Agreement and 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 BOARD in a format that is compatible with the information technology systems of the BOARD. The parties agree that if the contractor fails to comply with a public records request, then Florida Virtual School must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes.

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, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT, CustodianofRecords@flvs.net, OR BY PHONE 407-513-3325, OR BY MAIL TO: 2145 METROCENTER BLVD., SUITE 100, ORLANDO, FL 32835.

5.7 Confidential Student Information

For the limited purposes of auditing the implementation of the Agreement and accessing student emails, FLVS is hereby designated a school official for the purposes of receiving this limited confidential student information and FLVS shall remain under the direct control of the School Board with respect to the use and maintenance of the confidential student information. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity, and will only use the confidential student information for the purposes listed above and for no other purpose. Upon the termination or expiration of the agreement, FLVS shall return to School Board all original and any copies of the confidential student information, and shall not retain any confidential student information. As FLVS will be receiving student information that is otherwise confidential, FLVS shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, to the extent permitted by Law, FLVS for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall fully indemnify and hold the School Board and its officers and employees harmless for any violation of this provision, including, but not limited to defending the School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the School Board arising out of the breach of this provision by FLVS, or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that FLVS shall either intentionally or negligently violate this provision, or §1002.22 or §1002.221, Florida Statutes. This provision shall survive the termination of or completion of all obligations under this Agreement and shall be fully binding upon FLVS until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

ARTICLE 6 – WARRANTIES OF FLVS

6.1 Limit of Liability

a) For any breach or default by FLVS of any of the provisions of this Agreement, or respect to any claim arising here from or related hereto. FLVS's entire liability, regardless of the form of action, whether based on contract or tort, including negligence, shall in no event exceed (I) the amount paid by the Customer hereunder for the licensed materials; (II) the amount paid by Customer for the renewal service that is the subject of the claim, if the claim relates to a breach or default by FLVS of the provisions of Article 7; (III) the amount paid by Customer for installation service that is the subject of the claim, if the claim relates to a breach or default by FLVS by the provisions of this Agreement pertaining to installation service; or (IV) in the aggregate with respect to all claims under or related to this Agreement, the amount

paid by Customer under this Agreement.

b) In no event will FLVS be liable for special, incidental, indirect, or consequential loss or damage, lost business revenue, loss of profits, loss of data, failure to realize expected profits or savings, or any claim against Customer by another person (even if FLVS has been advised of the possibility of such damage).

c) FLVS shall be liable to Customer as expressly provided in this agreement, but shall have no other obligation, duty, or liability whatsoever in contract, tort, or otherwise to Customer including any liability for negligence. The limitations, exclusions and disclaimers in this agreement shall apply irrespective of the nature of the cause of action, demand, or action by Customer, including but not limited to, breach of contract, negligence, tort, or any other legal theory and shall survive a fundamental breach or breaches or the failure of the essential purpose of this agreement or of any remedy contained herein.

6.2 Intellectual Property Claims

a) Notwithstanding the forgoing, FLVS shall have no liability for any claim that is based on (i) the use if other than the latest release and version of the Licensed Materials if such infringement could have been avoided by the use of the latest versions and release and such version or release had been available to Custom, (ii) the use or combination of the Licensed Materials with the software, hardware or any other product not provided by FLVS, or (iii) any modification to the Licensed Materials or use of the Licensed Materials other than as expressly authorized herein or as expressly described or recommended in writing by FLVS.

ARTICLE 7 – TERM AND TERMINATION

7.1 Term

This Agreement shall be effective on the Effective Date for a period of one (1) year, and shall be terminable in accordance with this Article.

7.2 Termination

Either party may by notice in writing terminate this Agreement if (i) the other party breaches or fails to observe or perform any of its obligations set out in the Agreement, including failure to pay Franchise and/or training fees, and fails to cure such breach or failure within thirty (30) days after written notice; or (ii) either party becomes insolvent, or makes an assignment for the general benefit of creditors, or any proceedings are commenced by or against either party under any bankruptcy or insolvency laws, or if

proceedings for the appointment of a trustee, custodian, receiver, or receiver manager for either party are commenced, or if either part ceases or threatens to cease to carry on business; or (iii) upon ninety (90) days written notice by FLVS or Customer to the other party of its termination of the Agreement.

7.3 Services Not Included

a) Renewal and Warranty Support does not include or apply to any of the following: (i) making modifications to the Licensed Materials for Customer; (ii) consultation for new programs or equipment; (iii) hardware problems including any malfunction of hardware, or to any external causes affecting the Licensed Materials including the media upon which the Licensed Materials are provided such as accident, disaster, electrostatic discharge, fire, flood, lightning, water, or wind; or (iv) corrections of errors attributable to software other than the Licensed Software. FLVS may charge Customer at its then applicable list price for providing such services. FLVS may also charge Customer at is then list price for analysis or removal of errors which are caused by improper operation or handling of the Licensed Materials or caused by circumstances unrelated to FLVS. Payment for these services shall be made by Customer within 30 days if invoicing by FLVS.

b) The obligation to provide Renewal Services is subject to the following: (i) Renewal Services are only provided for the Licensed Course Content provided under this Agreement; (ii) if Customer ceases to pay for and received Renewal Services and later requests Renewal Services, Customer will be required to pay to FLVS the Renewal Fees not paid during the period in which the service was discontinued; and
(iii) FLVS has no obligation to provide Customer with any Renewal Services unless Customer has paid for the Renewal Services in advance as required hereunder; and
(iv) FLVS has no obligation to provide Renewal Services if Customer is unable to follow FLVS Franchise policies and procedures as documented through an annual audit.

ARTICLE 8 – GENERAL

8.1 Force Majeure

If the performance of this Agreement, or any obligation thereunder except the making of payments hereunder is prevented, restricted, or interfered with by any reason of fire, flood, earthquake, explosion or other casualty or accident or act of God; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, power, equipment or software from suppliers, war or other violence; any law, order, regulation, ordinance,

demand or requirement of any government authority; or any other act or condition whatsoever beyond the reasonable control of the affected party. The party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, or interference; provided however, that the party so affected shall take all reasonable steps to avoid or remove such cause of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.

8.2 Non-Solicitation Agreement

FLVS and the Customer agree that during the term of this agreement, except as provided elsewhere in this Agreement or through mutual consent of both organizations, they shall not directly or indirectly engage, hire, employ, or solicit any employee of the other, or any subsidiary or affiliate of the other or otherwise induce or attempt to induce any employee of the other to leave employment of the other or alter the employment relationship of any employee with the other.

8.3 NCAA

NCAA continues to evolve its policy regarding evaluation of virtual school course work for student athletes. FLVS enjoys a strong working relationship with NCAA, and, as our Franchise partner, the Customer will join FLVS's umbrella by signing this Agreement and agreeing to abide by all FLVS policies regarding course delivery, instructional practices, and student management found in Appendices B and C. As part of the Agreement, the Customer will undergo intermittent quality assurance audits performed by FLVS personnel. The Customer will have access to all audit reports. FLVS reserves the right to report audit results to NCAA. Customer understands that non-FLVS courses offered by the district are not covered under the FLVS umbrella, and district will need to submit documentation to the NCAA to have any such courses approved separately.

8.4 Background Screening

FLVS agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all its personnel who (1) are to be permitted access to Customer's school grounds when students are present; (2) will have direct contact with Customer's students, or (3) have access or control of Customer's funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by Customer in advance of FLVS or its personnel providing any services under the conditions described in the previous sentence. FLVS shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to FLVS and its personnel. The parties agree that the failure of FLVS to perform any of the duties described in this section shall constitute a material breach of this Agreement

entitling Customer to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, FLVS agrees to indemnify and hold harmless Customer, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in FLVS's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by Customer or FLVS of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

8.5 No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

8.6 Non-Discrimination

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability, or sexual orientation.

8.7 Records

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party shall be responsible for compliance with Sections 1002.22 and 1002.221, Florida Statutes, and 20 U.S.C. §1232g, concerning the protection, use and disclosure of educational records.

8.8 Entire Agreement

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

8.9 Amendments

No modification, amendment, or alternation in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

8.10 Waiver

The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement, and therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach, and shall not be construed to be a modification of the terms of this Agreement.

8.11 Compliance with Laws

Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

8.12 Severability

In any case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability, unlawful or void nature of that provision shall not affect any other provision, and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein. Notwithstanding the foregoing, if the result of the deletion of such provision shall materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.

8.13 Notice

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

To FLVS:	Florida Virtual School 2145 Metrocenter Blvd. Suite 100 Orlando, FL 32835
With a Copy to:	Mr. Ronald Blocker, President and CEO 2145 Metrocenter Blvd. Suite 100 Orlando, FL 32835
To Customer:	Superintendent of Schools

8.14 Authority

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

8.15 No Third-Party Beneficiaries

There are no third-party beneficiaries created or entitled by this agreement, and only the specific parties hereto shall have any rights or standing to enforce this agreement or any provision thereof.

8.16 No Partnership or Joint Venture

It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the School Board and Contractor or any other party, or cause either party to be responsible in any way for the debts and obligations of the other party.

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Florida Virtual School
Franchise Agreement (USAss)

APPENDIX A

The Components, which are the subject of the FLVS Franchise Agreement, including FLVS Course Content, Third Party Components, FLVS Virtual School Administrator, Registration, Student Information System, and the Learning Management System granted to Customer and the fees payable to FLVS hereunder are as follows:

The most current version of all FLVS courses available for public release, except for those still in a pilot or BETA phase of development.

1. **Fees**
   This list may be altered based on any additional course releases or enhancements during the year. The Course Catalog may be found at: http://www.flvs.net/Students/Pages/find-course.aspx#highschool.

FLVS Course Offerings	
Course Name	Price
SOCIAL STUDIES	
AP United States Government and Politics	75.00
AP Human Geography	50.00
AP Macroeconomics	50.00
AP Microeconomics	55.00
AP Psychology	80.00
Economics with Financial Literacy	50.00
Law Studies	90.00
M/J Civics	50.00
MJ United States History	50.00
MJ World History	50.00
Psychology	55.00
United States Government (Name Change)	50.00
United States History (Name Change)	50.00
World History	50.00
LANGUAGE ARTS	
AP Art History	50.00
AP Language	50.00
AP Literature	85.00
English 1	50.00
English 2	50.00
English 3	50.00
English 4	50.00

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Intensive Reading	50.00
MJ Language Arts 1	50.00
MJ Language Arts 2	50.00
MJ Language Arts 3	50.00
Reading for College Success	50.00
Journalism I	50.00
English 4: Florida College Prep	50.00
Social Media	50.00
WORLD LANGUAGES	
Chinese 1	50.00
Chinese 2	50.00
Chinese 3	50.00
French I	50.00
French II	50.00
Latin 1	50.00
Latin 2	50.00
Latin 3	50.00
MJ Spanish Beginning	50.00
MJ Spanish Intermediate	50.00
Spanish 1	50.00
Spanish 2	50.00
Spanish for Spanish Speakers	50.00
MATHEMATICS	
Advanced Algebra with Financial Applications	50.00
Algebra 1	50.00
Algebra 2	50.00
AP Calculus AB	75.00
AP Calculus BC	75.00
AP Statistics	50.00
Calculus	75.00
Geometry	50.00
Liberal Arts Math 2	60.00
Math for College Readiness	65.00
MJ Math 1	50.00
MJ Math 2	50.00
MJ Pre-Algebra	50.00
Precalculus Honors	80.00
SCIENCE	
Anatomy & Physiology	50.00
AP Biology	90.00
AP Environmental Science	50.00

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Biology	80.00
Chemistry	50.00
Earth Space Science	50.00
Forensic Science	90.00
Marine Science	50.00
MJ Science 1	50.00
MJ Science 2	50.00
MJ Science 3	55.00
Physical Science	50.00
Physics	55.00
CAREERS AND LIFE SKILLS	
AP Computer Science	70.00
Art History and Criticism 1 Honors	50.00
Career Research and Decision Making	77.00
Creative Photography	90.00
Critical Thinking and Study Skills	77.00
Drivers Education	100.00
Fitness Lifestyle Design	50.00
Guitar 1	90.00
HOPE	50.00
Leadership Skills Development	77.00
Life Management Skills	50.00
MJ Creative Photography	90.00
MJ Critical Thinking, Problem Solving and Learning Strategies	50.00
MJ Fitness	50.00
MJ Guitar I	90.00
MJ Physical Education 6	50.00
MJ Physical Education 7	50.00
Music of the World	90.00
Outdoor Education	115.00
Peer Counseling 1	77.00
Personal Fitness	50.00
Theater, Cinema & Film Production	100.00
MJ Careers in Fashion & Interior Design	90.00
Criminal Justice Operations	90.00
CAREERS AND TECHNICAL EDUCATION	
Applied Object-Oriented Java Programming	103.00
Business Software Applications I	103.00
Business Software Applications I	103.00
Computer and Network Security Fundamentals	103.00
CSIT Network Systems Configuration	103.00

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CSIT System Essentials	103.00
Data and Control Functions	103.00
Database Fundamentals	103.00
Dave Ramsey's Foundations in Personal Finance	90.00
Digital Design 1	103.00
Digital Information Technology	75.00
Digital Media/Multimedia Foundations 1	103.00
Digital Media/Multimedia Foundations 2	103.00
Digital Media/Multimedia Foundations 3	103.00
Digital Media/Multimedia Foundations 4	103.00
Digital Media/Multimedia Foundations 5	103.00
Foundations of Web Design	70.00
Introduction to Information Technology	95.00
M/J Business Keyboarding	65.00
MJ Career Research and Decision Making	50.00
Networking 1	103.00
Networking 2 Infrastructure	103.00
Networking 3 Infrastructure	103.00
Parenting Skills	90.00
Personal and Family Finance	90.00
Specialized Database Applications	103.00
Specialized Database Programming	103.00
Technology Support Services - Client Systems	103.00
Technology Support Services - Network Systems	103.00
User Interface Design	70.00
CREDIT RECOVERY	
Algebra 1	50.00
Algebra 2	50.00
Biology I	50.00
Chemistry I	50.00
Economics with Financial Literacy	50.00
English 1	50.00
English 2	50.00
English 3	50.00
English 4	50.00
Geometry	50.00
US Government	50.00
US History	50.00
World History	50.00
OTHER ELECTIVES	
Anthropology	90.00

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Art in World Cultures	90.00
Astronomy Solar/Galactic	90.00
Early Childhood Education	90.00
Health Science I	90.00
Holocaust	90.00
Philosophy	90.00
Psychology II	90.00
Sociology	90.00
Speech I	90.00
Sports, Recreation and Entertainment Marketing Management	90.00
World Religions	90.00

FLVS Invoicing Schedule for Billable Enrollments Served:

Cycle	Enrollment Data Date Range	Invoice Sent
Cycle 1	July - Oct	Mid-November
Cycle 2	Nov - Feb	Mid-March
Cycle 3	Mar - Jun	End of June
Cycle 4	True-up / Enrollments not captured in previous cycles	Mid-July

Course Discontinuation

FLVS reserves the right to discontinue the availability of any course listed herein with reasonable notice to the Customer. In so doing, FLVS will assure the students currently in the course are permitted to matriculate and complete their course with the current course they are currently enrolled in.

Elementary Course Fees

See Appendix C for Elementary course offerings.

Billing Contact Personnel:

School or District	Florida Virtual School
Name: Jillian Herron	**Name:** Kristine Campanelli
Address of School/District: 702 2nd St NW, Live Oak, FL 32064	**Address:** 2145 Metrocenter Blvd. Suite 100 Orlando, Florida 32835
Email: jillian.herron@suwannee.k12.fl.us	**Email:** kcampanelli@flvs.net
Telephone No.: 386-647- 4625	**Telephone No.:** 407-513-3346

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APPENDIX B

This Appendix sets out the terms and conditions pursuant to which the Customer may obtain and utilize the Licensed Materials (as defined in the FLVS Franchise Agreement – Terms and Conditions). Failure to meet these requirements may result in disciplinary action up to and including termination of the Franchise as outline in Appendix D.

Florida Virtual School Responsibilities

1) Provide a Franchise Operations Manager assigned to support the Customer's district.
2) Provide access to LMS platform.
3) Provide contact information for Platform Provider.
4) Provide systems training during the 2016 fiscal year for Franchises, inclusive of VSA, LMS, Web Collaboration Tool, and other systems utilized for student instruction.
5) Provide hosting of courses on LMS platform.
6) Provide course materials to students to be returned to FLVS main office at the conclusion of the course, unless deemed disposable and as outlined in Appendix E for Elementary.
7) Provide course updates.
8) Provide Student Information Management System (VSA).
9) Provide Quality Assurance Services inclusive of one Classroom Audit and one Completion Audit per instructor, Educator footprints reports upon request, and QA training.
10) Provide Academic Integrity Services inclusive of investigation and documentation.
11) Provide monthly parent/student survey results.
12) Provide Annual District Satisfaction Report.
13) Provide Instructor Training for all new course releases.
14) Provide new Instructor Training.
15) Provide a year-end evaluation of the program.
16) Provide Franchise Management Training.
17) Provide syllabus documents for AP courses for use in AP audit process.
18) Provide co-branded digital flyer, which is designed and sent to your Franchise for distribution three (3) times a year (August, January, and May)*.
19) Provide co-branded digital poster, which is designed and sent to you Franchise for distribution once per year*.
20) Provide access to FLVS video course tours.
21) Provide the Salesforce platform to access QA documents and submit concern resolutions.

**All messaging will be pre-determined and at the discretion of FLVS based on time of year.*

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Florida Virtual School
Franchise Agreement (USAss)

The Customer is Responsible for the Following Items:

1) Schedule a meeting with representatives of FLVS and the Superintendent or his/her designee in March, April, May, or June, prior to the implementation of this Agreement. Said meeting is for the purpose of ensuring a correct and quality implementation of the Franchise program and must occur before the Franchise contract will be renewed for the following school year.
2) Provide FLVS seven (7) days written notice of any meeting of Customer's school board to discuss and/or consider action regarding FLVS, this Agreement, or the terms thereof.
3) Return this signed contract by July 30, 2017.
4) Provide payment as specified in contract.
5) Provide a point of contact for FLVS at the district level and at the Franchise leadership level.
6) Adhere to all branding policies as outlined in the FLVS Marketing and Communications Franchise Policy in **Appendix F.**
7) Use the FLVS Learning Management System and Student Information System.
8) Complete course list three (3) weeks prior to delivery date.
9) Report only Florida Virtual School courses within the Franchise.
10) All student transfers must be approved and processed by Florida Virtual School.
11) Abide by the Academic Integrity policies established by FLVS.
12) Customer will provide accurate rosters of teachers, including contact information and subjects they teach, at the following intervals: July 1st and December 1st. Keep FLVS updated with new hires and departures.
13) Require that all teachers have completed new teacher training before being placed with students.
14) Require all teachers of new or reversion courses complete training on the new course within two (2) weeks of training being made available.
15) Require that no student shall be completed in a course without having taken the final segment exams or without documented adherence to local district policy.
16) Require that all teacher and student email communications be maintained within the LMS.
17) Provide certified teachers in the subject they are teaching or teachers who possess a statement of eligibility. Provide certification number in VSA account.
18) Acknowledge sole responsibility for compliance with College Board AP Audit. If Franchise AP courses are not authorized, courses may not be offered with the AP label.
19) Participate in end-of-year Franchise evaluations.
20) Participate in Annual Franchise Management Training.
21) Employ a Franchise leader whose primary duty is to supervise, monitor, and evaluate the Franchise teachers and its program.
22) Provide FLVS with End of Course (EOC), AP, and FSA summary and demographic data for FLVS courses upon request.

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23) Implement teacher Memorandum of Agreement provided by FLVS as Appendix D, and submit signature page to FLVS by October 1, 2017 or within 30 days of employment.
24) Achieve an 85% or better satisfaction rating or higher as measured by Annual Customer Satisfaction Surveys as reviewed by FLVS's external vendor.
25) All public records requests received regarding this Franchise Agreement or any services provided thereunder must be provided to Florida Virtual School within 24 hours of the receipt by the customer.
26) The Franchise will apply appropriate corrective or disciplinary action to any teachers providing services pursuant to this Agreement that FLVS identifies as failing to properly deliver the curriculum.
27) Provide high-resolution vector logo to FLVS by July 30, 2017.
28) Use tagline "Powered by FLVS" when specifically promoting FLVS courses.
29) Encourage instructors and staff to attend FLVS Professional Development offerings and award professional development in service points upon completion.
30) Utilize the Salesforce application to access QA documents and submit concern resolutions.

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APPENDIX C

This Appendix sets out the terms and conditions pursuant to which the Customer may obtain and utilize K-5 Elementary courses.

1. **FLVS Responsibilities**
FLVS agrees to provide the following to the school district:

a) Access to Courses: A license for Authorized Users to access the courses, which are hosted by Connections on Connexus® or any Education Management System ("EMS") maintained by Connections. Courses may be added or deleted from the Course List upon the mutual agreement of the parties. In addition, Connections may determine in its sole discretion not to continue to offer a course, and in such event, Connections shall notify FLVS promptly upon making such determination, but in no event, later than the end of an academic year with regard to future academic years.

b) Access to Materials: A license to use all required materials in either electronic or print format, as the case may be, including textbooks, curricular materials, and ancillary materials such as workbooks, texts, and other materials ("Materials"). Materials available electronically and in print format will be provided in electronic format. The use of the Materials shall be made expressly subject to Connections' Educational Materials and Hardware Policy, located at: http://www.connectionslearning.com/connections-learning/educational-materials-and-hardware-policy.aspx.

Connections shall be responsible for shipping all required Materials and for soliciting the return of all re-usable Materials from Authorized Users. Any re-usable Materials provided by Connections will be the exclusive property of Connections or its Contractors, and Connections shall have the right to recover and re-usable Materials from Authorized Users at the conclusion of each academic year or when the student is no longer enrolled, whichever is sooner. Connections may invoice students for any Materials that are not returned, unless prohibited by applicable law.

c) Access to EMS:

1. A limited, royalty free, non-transferrable, non-exclusive license for the duration of each course to access and use the EMS, including providing web-based access to the courses by Authorized Users The use of the EMS shall be made expressly subject to the Terms of Use: https://www.connexus.com/public/termsOfUse.html.
2. Access to the following EMS modules:
   - Gradebook
   - Attendance
   - Message Boards
   - Webmail
   - Standard Reporting
   - Course Delivery
3. Access to information about Student progress, attendance, performance, participation, and other metrics through the EMS.
4. Access to basic Student information stored on the EMS.
5. Access to standard data/field elements for the Schools to upload additional enrollment documents into the EMS.
6. 24/7 technical support through online help (in the EMS), live phone support via Connections Support Services to Authorized Users Monday- Friday 9:00 AM to 9:00 PM ET, and on-call support all other times.

d) Professional and Technical Support Services:

1. Access to monthly enrollment reports.
2. Import of enrollment data provided by Reseller of the School into the EMS.
3. Tracking of course Materials.
4. Initial set-up for Students.
5. The following support to the Reseller:
   - Eight (8) contiguous hours of face-to-face training at a single location.
   - Online training throughout the academic year available on an as needed basis.
   - One-on-one support from the Connections Program Manager.
6. The following support to Schools:
   - Access to online training series for Teachers and other School Administrative Staff.
   - Online orientation of Teachers and other School Administrative Staff.
   - Provide an orientation to Students.
   - Just-In-Time-Help, which provides access to live teaching staff support through Connections School Support Help Desk (hours of operation are Monday-Friday from 8:30 AM to 6:00 PM ET) and 24-hour access to a library of online training and professional development resources.

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2. **District Responsibilities**
   a) To access and utilize courses, School District shall:
      1. Provide Teachers for all courses.
      2. Abide by the Terms and Conditions.
      3. Transmit all necessary enrollment data to FLVS, including contact and address information, grade and course selections for each Student, as specified in the enrollment template.
      4. Ensure Student access to the internet and a computer meeting the specifications at: http://www.connectionslearning.com/connections-learning/technology/home.aspx
         Internet access must provide sufficient bandwidth to effectively access and use the courses and other features of Connexus®.
      5. Grant Connections permission to contact Authorized Users to recover Materials.
      6. Pursuant to a signed, written agreement, comply and assure compliance by the Authorized Users with the following:
         - Terms of Use: https://www.connexus.com/public/termsOfUse.html
         - Connections' Educational Materials and Hardware Policy: http://www.connectionslearning.com/connections-learning/educational-materials-and-hardware-policy.aspx.
      7. Make Teachers and Administrative Staff available for all necessary training.

3. **Fees**
   a) School District agrees to pay FLVS for Licenses to course enrollments (as defined herein) based on the following:
      1. For each core course grouping (i.e. includes both A and B semesters courses for a total of one (1) credit) identified as such on Exhibit A ("Core Course") licensed School District shall pay FLVS $350. The $350 core course fee will be billed per semester - for example, Core Course Semester 1 is billed $175 in the Fall and Semester 2 is billed $175 in the Spring.
      2. For each elective course identified as such on Exhibit A ("Elective Course") licensed School District shall pay FLVS $150.
      3. For each premium elective course identified as such on Exhibit A ("Premium Elective Course") licensed School District shall pay FLVS $175.

   b) "Course Enrollment" shall be defined as a single Student taking a single course or a course grouping, as defined above, during a specified period.

c) "Student Enrollment" shall be defined as a single full-time Student taking up to 14.5 semester courses during an academic year.

d) If a Student withdraws from a course enrollment and such withdrawal occurs during the first thirty (30) days of the effective date of the License, the School District shall pay FLVS:

1. $50 for each Core Course (other than Kindergarten Language Arts for which the full price will be payable due to the cost to Connections of such course).
2. $25 for each Elective Course and for each Premium Elective Course. If a Student withdraws from a Student Enrollment and such withdrawal occurs during the first thirty (30) days of the effective date of the License, the School District shall pay FLVS $100 for each such Student Enrollment. Any amounts previously paid to FLVS more than the amount specified to be paid upon such withdrawal, if any, shall be refunded to the School District within thirty (30) days of FLVS being notified of the withdrawal by a Student.

e) Required face-to-face training provided by FLVS shall be at the following rates:

1. $4500 for a multi-Teacher training session for up to eight (8) Teachers and $1500 for each additional Teacher, or if there are less than three (3) Teachers, than a per Teacher fee of $1500. Training fees include all FLVS expenses. Training fees will be invoices monthly beginning July 1st for any new Teacher on-boarded since the preceding invoice, and payment is to be made within thirty (30) days of the date of the invoice.

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Course	Grade Level	Pricing Tiers	Price
Language Arts (1) A & B	1	A	$350.00
Language Arts (2) A & B	2	A	$350.00
Language Arts (3) A & B	3	A	$350.00
Language Arts (4) A & B	4	A	$350.00
Language Arts (5) A & B	5	A	$350.00
Language Arts (K) A & B*	K	A	$350.00
Math (1) A & B	1	A	$350.00
Math (2) A & B	2	A	$350.00
Math (3) A & B	3	A	$350.00
Math (4) A & B	4	A	$350.00
Math (5) A & B	5	A	$350.00
Math (K) A & B	K	A	$350.00
Science (1) A & B	1	A	$350.00
Science (2) A & B	2	A	$350.00
Science (3) A & B	3	A	$350.00
Science (4) A & B	4	A	$350.00
Science (5) A & B	5	A	$350.00
Science (K) A & B	K	A	$350.00
Social Studies (1) A & B	1	A	$350.00
Social Studies (2) A & B	2	A	$350.00
Social Studies (3) A & B	3	A	$350.00
Social Studies (4) A & B	4	A	$350.00
Social Studies (5) A & B	5	A	$350.00
Social Studies (K) A & B	K	A	$350.00
Art (K)	K	B	$150.00
Art 1	1	B	$150.00
Art 2	2	B	$150.00
Art 3	3	B	$150.00
Art 4	4	B	$150.00
Art 5	5	B	$150.00
Educational Technology and Online Learning 1	1	B	$150.00
Educational Technology and Online Learning 2	2	B	$150.00
Educational Technology and Online Learning 3	3	B	$150.00
Educational Technology and Online Learning 4	4	B	$150.00
Educational Technology and Online Learning 5	5	B	$150.00

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Educational Technology and Online Learning K	K	B	$ 150.00
Exploratory Spanish	K	B	$ 150.00
Physical Education 1	1	B	$ 150.00
Physical Education 2	2	B	$ 150.00
Physical Education 3	3	B	$ 150.00
Physical Education 4	4	B	$ 150.00
Physical Education 5	5	B	$ 150.00
Sign Language K-5 (Children's)	K-5	B	$ 150.00
Discovering Music I	3-5	C	$ 175.00
Discovering Music II	3-5	C	$ 175.00
Elementary Chinese I	3-5	C	$ 175.00
Elementary Chinese II	3-5	C	$ 175.00
Elementary Spanish I	1-5	C	$ 175.00
Elementary Spanish II	1-5	C	$ 175.00
Experiencing Music I	K	C	$ 175.00
Experiencing Music II	K	C	$ 175.00

**There is an additional restocking fee of $300.00.*

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APPENDIX D

FLVS Mission:
To deliver a high quality, technology-based education that provides the skills and knowledge Students need for success.

FLVS Vision:
To transform education worldwide, one Student at time.

FLVS Values:
- Student Focus
- Innovation
- Integrity
- Passion
- Communication

FLVS Commitment:
The Student is at the center of every decision we make.

FLVS Franchise Policy Guide:
Communication and interaction are at the heart of our success. Research continues to show that Student-Teacher interaction is the key to a successful educational experience. Frequent Student-Teacher communication in the virtual learning environment requires commitment above and beyond the traditional work day by staff, as communication is the critical element to the success of the program. Florida Virtual School's evaluation consistently shows overwhelming need and appreciation for the frequent communication that is occurring between staff and Students. Voice-to-voice communication and email are considered essential and are expected on a regular basis. Teachers are expected to perform Discussion Based Assessments as scheduled and additional as needed.

Academic Integrity:
Academic Integrity, along with hiring the best and brightest instructional staff, is one of the core values at FLVS. It is one of the most important things we do as a learning organization. Done well, Students will make decisions based on values that will prepare them as productive, meaningful, and ethical citizens. All Franchise teachers will comply with the FLVS Academic Integrity policies and procedures, which can be found at:
https://www.flvs.net/docs/default-source/myflvs/academicintegrity.pdf?sfvrsn=6

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Welcome Phone Call:

Prior to being granted access to their online course, students must have a Welcome Phone Call conversation with their instructors. During the initial Welcome Call, instructors will ask for a preferred method of contact. Instructors will make note of the preferred method and communicate student progress according what parent's request.

Grading Student Work:

1. A major component of proper communication is returning student work in a timely manner. It is the Florida Virtual School's policy that all communication be returned within 24 hours. Responding within 24 hours does not have to include the grading of all work that was submitted the previous day. It is the responsibility of the instructor to inform students about the expected turnaround time on grading work that has been submitted. All work should be graded within 48 hours of submission.

2. Florida Virtual School uses the state adopted grading scale. Per Florida Statute 232.2463 High School Grading System:
   a) Grade A equals 90% through 100%.
   b) Grade B equals 80% through 89%.
   c) Grade C equals 70% through 79%.
   d) Grade D equals 60% through 69%.
   e) Grade F equals 0% through 59%.
   f) W – Student withdrawn during grace period. No credit awarded.
   g) WF – Student withdraws past grace period with a failing grade at the time of withdrawal. No credit awarded.
   h) WP – Student withdraws past grace period with a passing grade at the time of withdrawal. No credit awarded.
   i) P – Indicates that credit was awarded based on the student passing a state-administered End of Course (EOC) assessment instead of completed 100% of the course materials. Florida refers to this as a Credit Acceleration Program (CAP) credit. However, Florida has instituted EOC exams for select courses. A final grade issued by FLVS in one of the EOC exam courses may be interpreted differently based on district policies in effect at the time of enrollment and/or completion, and specific requirements per Florida Statute.

Each Florida School District reserves the right to input FLVS statuses into their county transcript system based on their specific student progression plan and/or reporting capabilities.

Final Exam Policy:
The purpose of the final exam is to assist in validating that Students have demonstrated mastery of key course concepts and standards. The final exam, unto itself, is not the sole determiner of Student achievement; however, students are required to take a final exam in all FLVS courses.

For Courses with state required EOC exams, Franchise may act in accordance with local district policy.

To maintain the integrity of all FLVS grades, instructors may choose to facilitate random oral assessments and/or face-to-face exams.

Minimum Length of Courses:
To ensure that Students are mastering content within their courses, it is important to remember that the 14-day minimum learning experience for all half-credit courses and a 28-day minimum for all full credit courses remains in effect. For Students to successfully complete a skill-based course with specific course requirements, such as a time component (i.e. workout logs in Personal Fitness), a longer minimum learning experience may be required.

As noted in the statement above, skill-based courses with a time component require a longer minimum stay. PE courses fall into that category.

Personal Fitness (PF):	21 Days
Fitness Lifestyle Design (FLD):	24 Days
Health Opportunities in Physical Education (HOPE):	21 Days

Documentation of Student Work:
All Student assessment records should be kept in the FLVS course management system. Primarily, Student work will be completed within the course management system. Keep digital documentation of any Student assessments given by phone or in the chat room. Create a system for storing work that would be logical to anyone. Record the assessment grade and comments in the LMS. All email communication with Students must be maintained within the LMS.

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As a Franchise Teacher, I have read and agree to abide by all FLVS Instructional Polices as found at:
https://flvs.force.com/franchise/login?ec=302&inst=5&startURL=%2Ffranchise%2Fservlet%2Fservlet.FileDownload%3Ffile%3D00P5000000hLk9h

Teacher Name	Certification	Areas

Teacher Signature	Date

Franchise Leader	Date

Please submit this form to the Franchise Manager within ten (10) business days of Teacher employment with your Franchise school.

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APPENDIX E
Steps for Enforcement

To ensure that its products and services are properly presented, FLVS reserves the right to review both the individual and overall performance of the Franchise. Based on defined expectations for performance and policy/procedure alignment, FLVS will notify the Franchise representative of any discrepancies so that the representative may take immediate action to correct the issue(s). FLVS may assist in providing additional tools and/or training at the expense of the Franchise. Should the discrepancies continue, either with or without remediation, FLVS reserves the right to have a non-performing individual removed from the Franchise program and/or terminate the Agreement with the Franchise.

Step One: Verbal Warning

1. Memo to file summarizing discussion.
2. Franchise may file a written document outlining an opposing view with FLVS Franchise Manger, Director and Chief.
3. Verbal communication with Franchise Manager to identify deficiencies with a plan for correction of identified deficiencies to bring Franchise back into compliance within seven (7) business days.
4. If deficiency is not corrected within seven (7) business days with the Franchise back in compliance of the Franchise contract, parties involved will attend mandatory training with costs being incurred by the Franchise, and/or be levied penalties and fines.

Step Two: Probation

1. Should the discrepancies continue, FLVS will place the Franchise on probation for no longer than one year.

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APPENDIX F

Florida Virtual School Franchise Branding and Media Policy

FLVS Branding Policy:

- Include the registered trademark ® symbol after the first mention of Florida Virtual School or FLVS on all newly created marketing pieces, and include the following trademark statement:

Florida Virtual School and FLVS are registered trademarks of Florida Virtual School, a public school district of the State of Florida.

- "Florida Virtual School" and "FLVS" are the only approved school name and abbreviation. "The Florida Virtual School", "Florida Virtual", and "Florida Virtual Schools" are not approved for use.

- Never use FLVS or Florida Virtual School possessively.

- Provide the FLVS District & Franchise Solutions Director with a copy of all new marketing/informational pieces that mention Florida Virtual School or FLVS.

FLVS Media Relations Policy:

- Notify the FLVS Communications Manager and the FLVS District & Franchise Solutions Director upon receiving an inquiry from the media, or directly upon completion of an interview if prior notice is not possible.
  - Tania Clow, Communications Manager: 407-513-3627, tclow@flvs.net
  - Larry Banks, District & Franchise Solutions Director: 407-484-4031, lbanks@flvs.net

- Media Resources Available:
  - FLVS Newsroom (flvs.net/news) – View news releases, annual report, district enrollment summary, research documents, and FLVS leadership members.

- When speaking about enrollment numbers, we ask that you clarify that the numbers are for your franchise specifically. If you need current enrollment data for FLVS, please reach out to the FLVS Communications Manager or FLVS District & Franchise Solutions Director.

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SUWANNEE COUNTY SCHOOL DISTRICT

702 – 2nd Street, NW • 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: Vickie DePratter, Chief Financial Officer

DATE: June 29, 2017

RE: Agenda Item for July 25, 2017, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of the following contract:

#2018-56 Gateway Educational Computing Consultants Project Resolution and Contract for District Participation – The District School Board of Suwannee County adopting an agreement made by and between the School Board of Washington County for the Panhandle Area Educational Consortium (PAEC) and the District School Board of Suwannee County. (Renewal)

BACKGROUND:

The District School Board of Suwannee County is a participating district with the Panhandle Area Educational Consortium (PAEC). This resolution continues the District's participation ensuring support and access to PAEC's finance system.

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

PAEC
Panhandle Area Educational Consortium

GATEWAY EDUCATIONAL COMPUTING CONSULTANTS PROJECT RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION

A resolution of **THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA,** hereinafter referred to as District School Board, adopting an agreement made by and between **THE SCHOOL BOARD OF WASHINGTON COUNTY, FLORIDA,** fiscal agent for **THE PANHANDLE AREA EDUCATIONAL CONSORTIUM (PAEC)** and **THE DISTRICT SCHOOL BOARD,** for the rendering of services and benefits described in this resolution.

WHEREAS, THE DISTRICT SCHOOL BOARD, has the power and the duty among other responsibilities to cooperate with other agencies in joint projects when it is to the best interest of taxpayers and for the best interest of the educational system and the school children of the school district, and

WHEREAS, the following PAEC member and participating districts Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Liberty, Madison, Nassau, Suwannee, Taylor, Wakulla, Walton, Washington counties hereby agree to participate in the Gateway Educational Computing Consultants Project, and

WHEREAS, the PAEC is operated in compliance with all Florida Statutes and State Board of Education Administrative Rules, with all charges and assessments for services being made as approved by the Board of Directors of PAEC as extended to include all the superintendents of districts participating in the Gateway Project.

I. **SERVICES TO DISTRICTS.** The general services to be provided by Gateway are:
   A. Contracting for software updates, maintenance, and technical assistance.
   B. Application of software updates implemented at hosting service.
   C. Training of district personnel with regard to:
      1. Initial and continuing implementation of system
      2. Operational changes required by software updates
      3. Operational changes per requirements of the Florida Department of Education.
   D. On-site and telephone consultation to provide technical assistance and problem correction.
   E. Technical assistance in the maintenance of files to provide long-term records
   F. Technical assistance in the operation of data processing equipment necessary to operate the system.
   G. Maintenance of disk packs required for software libraries and online user files.
   H. Technical assistance in providing required automated files to DOE.
   I. Maintenance of system job control language (JCL) required for the execution of software and changes necessary to the execution of district or institution level jobs within the application of the system.
   J. Technical assistance in support of district processes at outside organizations and/or companies where the data being used originates from within the Gateway system. In order to provide this assistance, the districts authorize Gateway to have access to the data stored on such outside systems.
   K. Other services recommended by the extended PAEC Board of Directors for the Gateway Educational Computing Consultants Project and approved by the fiscal agent.

II. **DISTRICT FINANCIAL PARTICIPATION.** The DISTRICT SCHOOL BOARD, will pay for services received through participation in the Gateway Project. All assessments will be based on actual costs incurred, prorated among participating school districts on the base plus unweighted FTE basis. This contribution shall be the total obligation of each school district unless additional assessments are required by PAEC Extended Board of Directors' action. Payment must be made by the participating district and received by the fiscal agent by August 15.

III. **TERMS OF AGREEMENT.** The term of this agreement with the Gateway/PAEC Project shall commence as of July 1, 2017 and shall end on January 1, 2018. Each school district entering into the Gateway/PAEC Project shall do so effective July 1, 2017 unless specified to the contrary.

IV. **TERMINATION OF AGREEMENT.** Any participant may withdraw from this agreement by written notification to the PAEC Executive Director one year prior to withdrawal.

V. **ADMINISTRATIVE/STAFFING.** The Gateway/PAEC Project is administered under the PAEC Board of Directors extended to include the superintendents from non-PAEC districts participating in the Gateway Project, with each participating district having one (1) vote. Five (5) voting members present will constitute a quorum. Washington County School Board shall serve as Fiscal Agent and District of Record. The Gateway staff will be under the supervision of the PAEC Executive Director and function as a part of the consortium staff. The Gateway PAEC Project shall contribute its pro rata share of the PAEC/Fiscal Agent Annual Agreement, Annual Employee Termination Benefits Plan and PAEC Overhead Funding Plan.

Each district superintendent shall appoint a representative to serve on the Advisory Committee. This committee shall assist the Executive Director in the overall management of the project. Recommendations from this committee shall be presented to the PAEC Extended Board for official action.

VI. **EQUIPMENT PURCHASES AND TRANSFERS.** The equipment transferred from the former district of record, the School Board of Bay County, will be vested in Washington County School Board according to the present PAEC Agreement. If the Gateway Project is transferred to another District of Record, all equipment purchased with Gateway Project funds will be transferred to the new district upon approval of the PAEC Extended Board of Directors.

For the above described services, **THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA**, agrees to pay **THE SCHOOL BOARD OF WASHINTON COUNTY, FLORIDA**, Fiscal Agent and District of Record for **THE GATEWAY EDUCATIONAL COMPUTING CONSORTIUM PROJECT**, the sum of **$8,163.56**, payable upon completion of this resolution.

APPROVED:

Resolved in a Regular Session of the Suwannee School District on this _____ day of _____, 2017.

_____
Vann Brock, Board Chairman
School Board of Washington County

Date: _____

_____
Jerry Taylor, Board Chairman
School Board of Suwannee County

Date: _____

_____
Superintendent Herbert J. Taylor
School Board of Washington County

Date: _____

_____
Ted Roush, Superintendent
School Board of Suwannee County

Date: _____

_____
John T. Selover, Executive Director
Panhandle Area Educational Consortium

Date: _____

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

PAEC BOD approval: June 8, 2017
WCSB approval: June 29, 2017

SUWANNEE COUNTY SCHOOL DISTRICT

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TED L. ROUSH
Superintendent of Schools

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

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: Josh Williams, Director of Information Technology

DATE: June 29, 2017

RE: Agenda Item for July 25, 2017, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of the following contract:

#2018-57 PAEC Student Data Services Resolution and Contract for District Participation – The District School Board of Suwannee County adopting an agreement made by and between the School Board of Washington County for the Panhandle Area Educational Consortium (PAEC) and PAEC Student Data Services and the District School Board of Suwannee County. (Renewal)

BACKGROUND:

The District School Board of Suwannee County is a participating district with the Panhandle Area Educational Consortium (PAEC). This resolution continues the District's participation ensuring support and access to PAEC's student system.

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

PAEC

PAEC STUDENT DATA SERVICES
RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION

A resolution of **THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA**, pursuant to Florida Statutes 1001.42 and Florida State Board of Education Administrative Rule 6A-1.099, adopting an agreement made by and between **THE SCHOOL BOARD OF WASHINGTON COUNTY, FLORIDA**, fiscal agent for **THE PANHANDLE AREA EDUCATIONAL CONSORTIUM (PAEC) and PAEC STUDENT DATA SERVICES** and **THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY FLORIDA**, has been reviewed by both parties. It is the decision of these participants that the resolution for rendering of services and benefits shall commence as of July 1, 2017 and shall end on June 30, 2018.

WHEREAS, THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY FLORIDA has the power and the duty among other responsibilities to cooperate with other agencies in joint projects when it is to the best interest of taxpayers and for the best interest of the education system and the school children of the participant, AND

WHEREAS, THE DISTRICT SCHOOL BOARDS OF CALHOUN, FRANKLIN, GULF, HARDEE, HOLMES, JACKSON, JEFFERSON, LIBERTY, MADISON, SUWANNEE, TAYLOR, WAKULLA, WALTON , WASHINGTON COUNTIES, FAMU DEVELOPMENTAL RESEARCH SCHOOL and FLORIDA ATLANTIC UNIVERSITY SCHOOLS hereby establish and agree to participate in PAEC Student Data Services, AND

WHEREAS, the Consortium is operated in compliance with all Florida Statutes and State Board of Education Administrative Rules, with all charges and assessments for services being made as recommended by the PAEC Student Data Services Advisory Committee and approved by the extended Board of Directors of PAEC STUDENT DATA SERVICES.

THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto contract and agree as follows:

I. **SERVICES TO DISTRICT**. The specific needs, which will be met by consortium activity as they relate to the Student Information System (SIS), are:
   A. Student Information System recommendations for compliance with Department of Education (DOE) database and reporting requirements.
   B. Help desk support for only primary and/or backup contact to provide technical assistance to any SIS application related problem.
   C. Upon mutually agreed dates, each districts may utilize up to two days per year on-site with a Student Data Services staff member for either consultation with only primary and/or backup contact to provide technical assistance on any SIS application related problem OR training for district staff on any SIS application related procedures.
   D. Training of district personnel with regards to:
      1. Select Florida Department of Education State Reporting recommended procedures.
      2. Pertinent system activity and procedures involving the Student Information System.
      3. Quarterly Training sessions of pertinent system activity and procedures involving the Student Information System.
      4. Other specific needs recommended by the Advisory Committee of the PAEC Student Data Services and approved by the PAEC extended Board of Directors.
   E. Web repository of training documents and videos.
   F. Custom PHP programs, Custom SQL Reports, and Custom SQL Integrations as deemed necessary by PAEC Student Data Services.
   G. Import Templates and Instructions for use as deemed necessary by PAEC Student Data Services.
   H. Operates as point of contact for any issues arising with the Student Information System.

II. **DISTRICT RESPONSIBILITIES**
   A. Superintendent will appoint one representative to serve on the Advisory Committee and that person will serve as the primary contact (POC) between PAEC and district.
   B. POCs will designate backup(s).
   C. Provide and report accurate and clean data.

D. Responsible for attending conference calls and trainings.
E. Responsible for troubleshooting before reporting and providing clear and concise examples when reporting issues.
F. Responsible for importing data (i.e. test scores) into system.
G. Responsible for facilitating internal training to district personnel.

III. **PAEC ASSETS.** Training and Website materials provided by PAEC Student Data Services are strictly for the internal use of participating districts, including their administrators, staff, teachers, students, and parents. These materials cannot be reprinted, duplicated, sold, or distributed to anyone outside the participating school or school district without the express written consent of PAEC.

IV. **PARTICIPANTS FINANCIAL PARTICIPATION. THE DISTRICT SCHOOL BOARD OF SUWANNEE** will pay for services received through participating in the Consortium. All assessments will be based on actual costs incurred, prorated among participants on the base plus unweighted FTE basis. Each participant hereby agrees to contribute to the **DISTRICT OF RECORD, THE DISTRICT SCHOOL BOARD OF WASHINGTON COUNTY,** a base sum plus a sum per unweighted FTE and Workforce Development Information System (WDIS) as per the previous year's enrollment. This contribution shall be the total obligation of each participant during the agreement year.

V. **TERMS OF AGREEMENT.** The term of this agreement with PAEC Student Data Services shall commence as of July 1 of each school year and shall end on June 30 of each school year or on/after renewal of subsequent year contract/participation agreement. Each participant entering into PAEC Student Data Services shall do so effective July 1 unless specified to the contrary. Payment must be made by the participant and received by the fiscal agent by August 15.

VI. **TERMINATION OF AGREEMENT.**

A. **WITHDRAWAL BY PARTICIPANT**
Any participant may withdraw from this agreement by written notification to the PAEC Executive Director one year prior to withdrawal.

B. **WITHDRAWAL BY CONSORTIUM**
The Board of Directors of PAEC Student Data Services may decline to provide services to a participant because of failure to:
- Sign and return annual participation agreement/contract and payment before September 1
- Provide proof of agreement with the UNIVERSITY by September 1 (this only applies to DRS schools)
- Perform MIS duties efficiently
- Consistently meet state reporting deadlines
- Provide qualified district level contacts

C. **WITHDRAWAL BY FISCAL AGENT**
The fiscal agent must provide written notification by certified mail to the Superintendent/DRS Director of each participating district if services are to be discontinued. Notification must be received at least one full school year before the existing contract/participation agreement expires.

VI. **ADMINISTRATIVE/STAFFING.** PAEC STUDENT DATA SERVICES is administered under the PAEC extended Board of Directors. Washington County Schools will serve as the Fiscal Agent and District of Record. PAEC STUDENT DATA SERVICES staff will be under the supervision of the PAEC Executive Director and function as part of the consortium staff. PAEC STUDENT DATA SERVICES shall have an Advisory Committee. The Committee shall assist the Executive Director in the overall management of PAEC STUDENT DATA SERVICES. The Advisory Committee shall consist of one (1) voting member from each district, appointed by the district Superintendent. A quorum must be present to take action. The Committee will have a chair and a co-chair which will serve two (2) year terms on

alternating rotations. The chair and co-chair will be elected by the Committee and approved by the PAEC extended Board of Directors. Additionally, the Student Data Services project shall contribute its pro-rata share of the annual Employee Termination Benefits Plan and PAEC Overhead Funding Plan.

VII. **FUNDING.** This agreement is subject to availability of funds duly appropriated by the Florida Legislature in accordance with Section 287.0582, Florida Statutes or provided by a funding agency or sponsored program.

VIII. **RESOLUTION OF DISAGREEMENTS.** Pursuant to Section 6.1099(1), Florida Administrative Code, any disagreements, which cannot be satisfactorily resolved by the Parties to this agreement, may be referred to the Secretary of Education whose decision shall be binding on all cooperating boards.

For the above described services, **THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY FLORIDA**, agrees to pay **THE DISTRICT SCHOOL BOARD OF WASHINGTON COUNTY, FLORIDA**, fiscal agent and District of Record for **PAEC and PAEC STUDENT DATA SERVICES**, the sum of $13,032.46, payable upon completion of this resolution.

APPROVED:

Resolved in a Regular Session of the Suwannee District School Board on this _____ day of _____, 2017.

_____
Vann Brock, Board Chairman
School Board of Washington County

Date: _____

_____
Jerry Taylor, Board Chairman
School Board of Suwannee County

Date: _____

_____
Herbert J. Taylor, Superintendent
School Board of Washington County

Date: _____

_____
Ted Roush, Superintendent
School Board of Suwannee County

Date: _____

_____
John Selover, Executive Director
Panhandle Area Educational Consortium

Date: _____

PAEC BOD approval: June 8, 2017
WCSB approval: June 29, 2017

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

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DISTRICT 3

ED DA SILVA
DISTRICT 4

RONALD WHITE
DISTRICT 5

LEONARD J. DIETZEN, III
BOARD ATTORNEY

MEMORANDUM

TO: Ted Roush, Superintendent of Schools TR

FROM: Walter Boatright, Director of Human Resources WB

THRU: Vickie DePratter, Chief Financial Officer VD

DATE: July 5, 2017

RE: Agenda Item for the July 25, 2017, Regular Board Meeting

RECOMMENDATION:

Superintendent recommends approval of the following contract.

a. Contract # 2018-63 between Suwannee County School Board and Florida Learning Alliance, Inc. (RENEWAL)

BACKGROUND:

To maintain in-service records for the district's professional development system.

A CONTRACT BETWEEN THE FLORIDA LEARNING ALLIANCE, INC. (FLA, INC.) HEREIN REFERRED TO AS THE CONTRACTOR AND THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, HEREIN REFERRED TO AS THE BOARD, TO PROVIDE A STAFF DEVELOPMENT MANAGEMENT SYSTEM, HEREIN REFERRED TO AS THE TRACK APPLICATION AND RELATED SUPPORT SERVICES:

This contract period shall be from the date of execution to June 30, 2018, unless otherwise amended/extended by mutual agreement.

I. OBLIGATIONS OF THE CONTRACTOR:

The Florida Learning Alliance, Inc. (FLA, Inc.) agrees to provide the Track Application and selected services associated with this web-based staff professional learning management system as follows:

A. To provide instruction on access to the Track Application website, copyrighted and operated through the Florida Learning Alliance, for use by School Board Employees that are provided Internet access through the School Board.
B. The Contractor is responsible for access control, web content, or any associated operational or maintenance activity of the Track Application website.
C. To designate a technical contact to provide assistance with data migration and to provide technical assistance for product use and follow-up.
D. To provide training for each group of users including teachers, principals and staff development administrators, within the district.
E. To establish Track Application Committees comprised of representatives from each participating district to evaluate the product and make recommendations for future enhancements.
F. To subcontract any of the above services to the North East Florida Educational Consortium.

II. OBLIGATIONS OF THE BOARD:

The Board hereby agrees:

A. To designate Mary Ann Chaney as district administrator and first line of contact for users.
B. To designate Mary Ann Chaney as the district representative to serve on the Track Application Steering Committee to evaluate the product and make recommendations for future enhancements.
C. To designate Mary Ann Chaney as the district representative to serve as a member of Track Application Technical User Group to provide feedback on technical aspects of the Track application and assist in Quality Assurance for future enhancements.
D. To designate Mary Ann Chaney as the district representative to serve on the Track Application Instructional User Group to evaluate the product, provide feedback on its use, and make recommendations for future enhancements.
E. To pay the district assessment of $10,550.75 (based on 2016-2017 FEFP Third Calculation figures at $1.75 per FTE). All invoices are due in thirty (30) days from the date of the invoice.
F. To cooperate expeditiously in all matters requiring concurrence or approval in order that the contractor will not be unduly delayed in performing contractual obligations.

III. MODIFICATION OF CONTRACT

This contractual attachment may be amended only by an agreement executed in the same manner as the original.

IV. GOVERNING LAW AND VENUE

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.

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.

V. 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.

VI. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be interpreted or construed to mean that the Client waives its common law sovereign immunity or the limits of liability set forth in Florida statutes.

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.

VIII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER MATTERS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it, and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency;
    b. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in 1b. above, of this certification; and

d. Have not, within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause of default.

2. That if the prospective primary participant is unable to certify to any statements in this certification, such prospective primary participant shall attach an explanation to the proposal.

Name & Title of Authorized Representative

Debra Elliott — 6/19/17

Signature — Date

IX. SWORN STATEMENT UNDER SECTION 2871/1333(3) (A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

STATE OF Florida

COUNTY OF Highlands

Before me, the undersigned authority, personally appeared Debra Elliott, who, being by be first duly sworn, made the following statement:

1. The business address of Florida Learning Alliance (Contractor) is 3841 Reid St., Palatka, FL 32177.

2. My relationship to Florida Learning Alliance (Contractor) is Executive Director (relationship such as sole proprietor, partner, president, vice president).

3. I understand a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by

indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

5. I understand "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public-entity crime, or a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Contractor nor any affiliate of the Contractor has been convicted of a public entity crime subsequent to July 1, 1992.

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

7. There has been a conviction of a public entity crime by the Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Contractor who is active in the management of the Contractor or an affiliate of the Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vender list. The name of the convicted person or affiliate is _____, a copy of the order of the Division of Administrative Hearings is attached to this statement.

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

Debra Elliott 6/19/17
Signature/Date

Sworn to and subscribed before me in the state and county first mentioned above on the 19 day of June, 2017.

Janice L. DelSesto, (affix seal)
Notary Public

11/30/19,
My Commission Expires

JANICE L DEL SESTO
Notary Public - State of Florida
Commission # FF 907437
My Comm. Expires Nov 30, 2019
Bonded through National Notary Assn.

X. CONFLICT OF INTEREST STATEMENT/CERTIFICATION

The Contractor must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either Section may result in rejection of this Contract.

SECTION I

I hereby certify that no official or employee of the Grantee or independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

Debra Elliott
Signature

Heartland Educational Consortium
Company Name

Debra Elliott
Name of Official (Type or Print)

1096 US 27 North
Business Address

6/19/17
Date

Lake Placid, FL 33852
City, State, Zip Code

SECTION II

I hereby certify that the following named Grantee official(s) and employee(s) having material financial interest(s) [in excess of 5%] in this company have filed the appropriate Conflict of Interest statements with the Grantee prior to the beginning date of this Contract.

Name	Title or Position	Date of Filing

Signature

Company Name

Name of Certifying Official

Business Address

Date

City, State, Zip Code

IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties, set their hands and seal on this the_____day of_____, 2017.

APPROVED AND RECOMMENDED FOR SIGNING

Florida Learning Alliance, Inc.

by Dr. Patrick Wnek, Treasurer

Dated: 6/20/17

District School Board of Suwannee County

_____

by Ted L. Roush, Superintendent

Dated: _____

_____

by Jerry Taylor, Chairperson

Dated: _____

"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 (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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).

SUWANNEE COUNTY SCHOOL DISTRICT

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TED L. ROUSH
Superintendent of Schools

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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 TR

FROM: Walter Boatright, Director of Human Resources WB

THRU: Vickie DePratter, Chief Financial Officer VD

DATE: July 10, 2017

RE: Agenda Item for the July 25, 2017, Regular Board Meeting

RECOMMENDATION:

Superintendent recommends approval of the following contract.

a. Contract # 2018-64 between Suwannee County School Board and Kelly Services, Inc. (REVISED/RENEWAL)

BACKGROUND:

This contract will continue substitute services for the district.

KELLY
SERVICES

AGREEMENT FOR EDUCATIONAL STAFFING

THIS AGREEMENT, dated July 6, 2017, is between Kelly Services, Inc., a Delaware corporation authorized to transact business in Florida, 999 West Big Beaver Road, Troy, Michigan 48084, FEIN 38-1510762 ("Kelly"), and the Suwannee County School Board, FL, with its principal offices located at 702 2nd Street NW, Live Oak, FL 32064 ("Customer").

Background

A. The Customer properly issued a Request for Information Notification RFI No. 05-14/TW – Substitute Teaching Employment Services dated March 14. 2014 (the "RFI"), to which Kelly submitted a proposal, and then Customer properly issued an Invitation to Negotiate (ITN No. 6-14/TW) for Substitute Teaching Employment Services for Pre-K through 12th grade on an as-needed basis (the "education-related services") to which Kelly was invited to negotiate;

B. Based on the foregoing, the parties negotiated mutually agreeable terms as set forth herein.

C. The Recitals above are incorporated by reference into the Agreement below.

D. Now therefore, in consideration of the mutual undertakings of the parties set forth in this Agreement and of other valuable considerations, the receipt and sufficiency of which the parties acknowledge, Kelly and the Customer agree as follows.

1) DESCRIPTION, LOCATION AND PRICING OF SERVICES

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

2) KELLY GUARANTEE

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

3) KELLY'S RESPONSIBILITIES

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

(a) Recruit, select, and hire Assigned Employees (including assuring that all Assigned Employees have submitted a background check, in a manner prescribed by Customer as required by section 1012.465, Florida Statutes, it being understood that failure to comply with this provision shall be cause for immediate termination of this Agreement.)

(b) Place Assigned Employees according to Customer's requirements;

(c) Pay Assigned Employees their wages and provide them the benefits that Kelly offers to them as Kelly employees;

(d) Pay or withhold payroll taxes (e.g., FICA) and insurance premiums (e.g., Medicare) and fulfill its obligations for unemployment compensation (e.g., FUTA, SUTA);

(e) Provide workers' compensation benefits and coverage for Assigned Employees;

(f) Maintain Assigned Employees' personnel and payroll records related to their employment by Kelly;

KELLY
SERVICES

(g) Comply with laws, rules or regulations applicable to providers of staffing services;

(h) Require Assigned Employees to agree in writing to protect the confidentiality of Customer's proprietary information;

(i) Require Assigned Employees to execute agreements that Customer requests with regard to intellectual property developed by them in performance of their work for Customer;

(j) Require Assigned Employees to acknowledge in writing that they have no right to participate in Customer's employee benefit plans;

(k) Require Assigned Employees to comply with all rules and policies of Customer (e.g., those relating to premises access and security); and

(l) Make legally required employment law disclosures to Assigned Employees

(m) Satisfying its obligations under the Immigration and Reform Control Act, and the state and federal laws regarding equal employment opportunity, and occupational safety and health;

(n) Offering the Hepatitis B vaccine upon employment to temporary employees whose job duties will involve a reasonable risk of exposure to bloodborne pathogens, providing such employees with general training relation to bloodborne pathogens and the universal precautions, and maintaining records required by OSHA regarding such training only, Kelly's offering of the Hepatitis B vaccine, and exposure incidents and post-exposure treatment.

(o) Not engaging subcontractors to provide temporary employees;

(p) Kelly will be the employer of temporary employees, and shall not by reason of their assignment to Customer through Kelly become employees of Customer.

4) CUSTOMER'S RESPONSIBILITIES

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

(a) Provide Assigned Employees with a safe and suitable workplace, including all required site-specific training related to the chemical, physical and biological hazards in the workplace, emergency procedures, school rules and protocols, policies and procedures regarding student disciplinary actions, and the confidentiality of student records and information;

(b) Provide Kelly with prompt notice of any injury suffered by an Assigned Employee;

(c) Use Assigned Employees only in assignments that match the job descriptions for which Kelly places them, and will not give duties to an Assigned Employees that the Assigned Employee must perform outside of Customer's premises;

(d) Notify Kelly when Assigned Employees are required to use Customer's timekeeping system;

(e) Provide adequate internal controls, supervision, and instructions for Assigned Employees;

(f) As to claims arising from the conduct of the Assigned Employees when they are required to handle keys, cash, confidential information and records of students and the Customer's regular employees, Customer agrees not to assert any claims against Kelly. Customer reserves the right to take action against any Assigned Employee for mishandling keys, cash or confidential information.;

(g) As to claims arising from the use of any vehicle Customer owned or controlled machinery and equipment used by Assigned Employees in connection with their assignment (except for workers' compensation claims), Customer agrees not to assert any claims against Kelly. Customer reserves the right to take action against any Assigned Employee for the use of any Customer owned vehicle or controlled machinery and equipment used by Assigned Employees in connection with their assignment.;

(h) Ensure that the Assigned Employees do not have sole custody of a single student, be solely responsible for supervising more than one classroom of students at a time, or administer or maintain custody of any student medications.

(i) Provide Kelly with prompt, written notice of any concern or complaint about the conduct of an Assigned Employee by the end of the same day that it learns of the concern or complaint, and permit Kelly to actively participate in Customer's investigation of such a concern or complaint;

(j) Assume responsibility for the conduct of its own officers, employees, and agents; and Comply with duties imposed on it by law, rule, or regulation.

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(k) Providing a suitable workplace for personnel supplied by Kelly which complies with all applicable safety and health standards and legislation including the obligations related to OSHA Bloodborne Pathogens Standard for Health Care Workers;

(l) Providing evaluation and treatment for bodily fluid exposure, and maintaining and providing to Kelly all records regarding exposure incidents, post-exposure evaluation and treatment at Kelly's expense;

(m) Providing personnel supplied by Kelly with all necessary site-specific information, training, personal protective equipment and materials regarding 1) hazardous substances in the workplace, and 2) the use of universal environmental safety protocols;

(n) Ensuring temporary employees are only floated to educational settings including Communication Social Skills Classes (Autism), Physically Impaired Classes, or assigned to support a specific student with disabilities;

(o) Orienting temporary employees to the facility and its rules and regulations and to acquaint them with the facility policies and procedures, including dress code and physical layout and equipment;

(p) Cooperating in an evaluation of each temporary employee relative to such employee's ability to perform specific job functions upon completion of employee's assignment. Notwithstanding the foregoing, Kelly shall remain solely responsible for evaluation and assessment of its employees and the Customer in no way assumes liability for such evaluation; and

(q) Notifying Kelly within forty-eight (48) hours of the event, any competency issues, incidents, and/or complaints related to the temporary employee and/or Kelly. Customer agrees to initiate communication with Kelly whenever an incident/injury report related to temporary employee is completed. Upon notification, Kelly shall document and track all unexpected incidents, including errors, sentinel events and other events, injuries, and safety hazards related to the care and services provided.

5) BBP TESTING

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

6) REPRESENTATIONS

(a) Kelly Represents and warrants that:

i) It is duly organized, validly existing and in good standing under the laws of the state of its organization;

ii) It is authorized and in good standing to conduct business in the state of Florida;

iii) It has all necessary power and has received all necessary approvals to execute and perform its obligations in the Agreement; and

iv) The individual executing the Agreement on behalf of Kelly is authorized to do so.

(b) The Customer represents and warrants that:

i) Its actions under this Agreement do not violate its obligations under any agreement that Customer has with any labor union;

ii) Kelly's responsibilities listed in this Agreement regarding screening, the payment of wages, and the provision of benefits to the Assigned Employees do not violate a policy or practice of the Customer;

iii) The Customer has disclosed to Kelly all screening requirements that Customer would use for the positions covered by this Agreement if the Customer were directly employing individuals in such positions;

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iv) The Customer has the right, power, and any requisite authorization to enter into this Agreement;

v) The Customer has satisfied any applicable procedural requirements necessary for it to be authorized to enter into this Agreement;

vi) The Customer representative who is signing this Agreement has been delegated authority by the school board or district to execute this Agreement;

vii) If the Assigned Employees will use a Customer-provided time-keeping system or process, then a such time keeping system or process shall be compliant with all applicable legal requirements, including recording of time worked; and

viii) The Customer neither request nor requires that the Assigned Employees perform duties outside of Customer's premises (e.g., participate on field trips) unless Kelly gives it written consent in advance.

7) BILLING & PAYMENT TERMS

(a) **Invoices.** Kelly will invoice Customer bi-weekly to the Customer representative designated in section 14 "Notices" below (or at any other address that Customer designates) for the services of the Assigned Employees at agreed upon rates. The rates at which Kelly will invoice the Customer (and any reimbursable expenses) are listed in Pricing Exhibit A. If the Customer's rates are not set out in Pricing Exhibit A, Kelly and the Customer will agree on rates at the time of an order, memorialize such agreement in an amendment to this agreement (which will require approval with the same formalities as conducted for the approval of this Agreement, and upon such execution and delivery of the signed and authorized amendment, then Kelly will record such change electronically in its systems.

(b) **Taxes.** Any sales or use taxes that apply to sales to Customer will be added to Customer's invoices as a separate item.

(c) **Pricing Adjustments.** The markup percentage set forth in Exhibit A will remain firm for the duration of the contract period. Wages to be paid to substitute teachers will follow the minimum requirements set forth by Customer. If any government-mandated cost (such as minimum wages, or a payroll tax, premium, contribution, benefit, or sales or use tax) is imposed, increased, or newly introduced after July 5, 2017 with respect to Kelly employees assigned to Customer, Kelly will adjust rates for Kelly employees to Customer to reflect such costs, without mark-up, until new rates are agreed to with Customer in writing (and duly authorized by both parties).

(d) **Record of Time Worked; Automated Scheduling.** Customer agrees to adhere to the "Time, Billing & Automated Scheduling Terms" in Exhibit B.

(e) **Expenses.** Expenses (e.g., mileage) and all costs associated with required screenings and drug tests will be charged to the Customer, passed through without mark up. Kelly shall use reasonable efforts to ensure that all required screenings and drug tests are completed in a cost effective manner.

(f) **Payment.** Customer shall issue payment in accordance with Sections 218.70. et sq. Florida Statues, Local Government Prompt Payment Act, after receipt of an acceptable invoice, inspection and acceptance of provided in accordance with the terms and conditions of the Agreement. Any penalty for delay in payment will be in accordance with applicable law.

(g) **Federal Requirements.** Customer may utilize federal funds for its payment pursuant to the Agreement; accordingly, Kelly shall execute and deliver to the Customer, concurrent with its signature of the Agreement the following, all of which shall be incorporated into the agreement by this reference: (a) Federal Regulatory Compliance Statement; (b) Certification Regarding Drug-Free Workplace Requirements; (c) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; and (d) Non-Collusion Affidavit. These forms are assembled in the composite Exhibit C attached hereto and incorporated herein by this reference.

(h) **Funding Out.** Each payment obligation of the Customer created by this agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, this agreement may be terminated by the Customer at the end of the period for which funds are available. If such event occurs, then the Customer shall notify Kelly at the earliest possible time before such termination. No penalty shall accrue to the Customer in the event this provision is exercised, and the Customer shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

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8) WORKERS' COMPENSATION AND LIABILITY INSURANCE

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

9) INDEMNIFICATION BY KELLY

(a) Kelly will indemnify, defend and hold harmless Customer and its directors, officers, employees and agent, from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorney fees) (collectively "Damages") imposed upon or incurred by Customer to the extent arising out of any of the following:

i) Any negligent act or omission or intentional misconduct on the part of Kelly, its officers, employees (excluding its employees on assignment) or agents, within the scope of their employment, provided Kelly's indemnity obligation will be limited to property damage, bodily injury and wrongful death;

ii) Kelly's failure to comply with its obligations under applicable employment-related laws, regulations or orders in Kelly's capacity as the general employer of the Assigned Employees;

iii) Breach of any obligation of Kelly contained in this Agreement; or

iv) Any direct claim for workers' compensation benefits for job-related bodily injury or death asserted against Customer by any Kelly employees or, in the event of death, by their personal representatives.

(b) Kelly's obligation to indemnify, defend and hold harmless will not apply to: (i) indirect, special, or consequential Damages, (ii) the extent that Damages are due to Customer's failure to fulfill its duties under Section 4, (iii) the extent that any Damages, except for the payment of workers' compensation benefits, are the result of any negligent act or omission or intentional misconduct of Customer, its officers, employees or agents, or (iv) the extent that Customer is required to indemnify Kelly against such Damages under Section 10.

10) INDEMNIFICATION BY CUSTOMER

(a) Subject to the limitations of §768.28, Florida Statutes, Customer will indemnify, defend and hold harmless Kelly and it directors, officers, employees and agents, from and against all Damages imposed upon or incurred by Kelly, other than for job-related bodily injury or death of an Assigned Employee (as set forth in section 9 (a)(iv) above), arising out of any of the following:

i) Any negligent act or omission or intentional misconduct on the part of the Customer, its officers, employees (excluding its employees on assignment) or agents, within the scope of their employment, provided or Customers' indemnity obligation will be limited to property damage, bodily injury and wrongful death;

ii) Customer's failure to comply with its obligations under applicable laws, regulations or orders; or

iii) Breach of any obligation of Customer contained in this Agreement;

(b) Customer's obligation to indemnify, defend and hold harmless will not apply to: (i) indirect, special or consequential Damages; (ii) the extent that Damages are due to Kelly's failure to fulfill its duties under Section 3, (iii) the extent that any Damages, except for the payment of workers' compensation benefits, are the result of any negligent act or omission or intentional misconduct of Customer, its officers, employees or agents, or (iv) the extent that Kelly is required to indemnify Customer against such Damages under Section 9.

11) NOTIFICATION OF CLAIMS

(a) Customer and Kelly agree (i) to notify each other in writing of any asserted claim within twenty (20) days of either discovery of the occurrence upon which the claim may be based or learning of the claim, whichever occurs first, and (ii) to permit Kelly or Customer, as the case may be, to defend the claim at the option of the party against whom the claim is asserted, with counsel acceptable to such party, which consent will not be unreasonably refused.

(b) Neither party will pay or agree to pay any asserted claim under this Agreement without prior written approval from the party against whom the claim is asserted, which approval will not be unreasonably withheld; provided that approval on behalf of Kelly must be obtained from the Kelly Law Department in Troy, Michigan.

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12) TERM; TERMINATION

(a) The term of this Agreement begins as of the date first shown above and will continue through June 30, 2018. Customer may extend the agreement for one or more years (not to exceed 3 years) and may be canceled by either party upon not less than thirty (30) days prior written notice to the other. Kelly reserves the right to terminate this Agreement immediately in the event of non-payment. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination.

(b) In order to provide transition assistance to the Customer in the event that this Agreement is terminated or expires, Kelly agrees that the Customer may provide written notice to Kelly retaining Kelly for a minimum of one calendar month, and on a month-to-month basis for a period not to exceed six (6) months, on the same terms and conditions set forth in this Agreement. The provisions of this section will not apply if this agreement is terminated by Kelly based on an uncured event of default by the Customer (in which event Kelly reserves all rights at law).

13) NON-SOLICITATION

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

14) MISCELLANEOUS

(a) **Notices**

i) Any notices, consents or other communications required or permitted under this Agreement must be in writing (including telecommunications) and delivered personally or sent by telex, telecopy or other wire transmission (with request for assurance in a manner typical with respect to communication of that type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested), addressed as shown on the first page of this Agreement.

ii) Unless otherwise stated in this Agreement, notices, consents or other communications will be deemed received (a) on the date delivered, if delivered personally or by wire transmission; (b) on the next business day after mailing or deposit with an overnight air courier; or (c) three business days after being sent, if sent by registered or certified mail.

iii) Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of Customer and Kelly in writing promptly upon commencement of the Services. Once so designated, each party's representative shall coordinate communications and processes as needed for the purposes of conducting the Services set forth in this Agreement, as well as to the development (including content and format) of the invoicing and quarterly reports providing a narrative progress detailing the scope of the Services provided and activities to date (also in form and content to be determined by Customer) to be provided by Kelly as a part of the Services. For purposes of Customer's designee for the day-to-day activities, the Customer Administrator shall be:

Suwannee County School Board
Ted Roush, Superintendent
702 2nd St. NW
Live Oak, FL 32064
386-647-4600

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

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(c) **Student Records; FERPA.** Customer represents that each Kelly Assigned Employee is a "school official" with a "legitimate educational interest" under the definitions of those terms set forth in the Customer's FERPA notification(s) to students and parents during the term of this Agreement. Kelly shall develop, implement, maintain and use appropriate administrative, technical or physical security measures to the full extent required by FERPA in order to train its Kelly Assigned Employees and obtain a signed and written agreement of each Kelly Assigned Employee regarding his/her legal obligation to maintain the confidentiality of "education records" as that term is defined by FERPA. Customer recognizes and agrees that for purposes of all applicable laws, Kelly Assigned Employees have a legitimate educational interest for purposes of Customer's disclosing to Kelly Assigned Employees its students' education records.

(d) **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement.

(e) **Subcontractors.** To the extent Kelly is permitted to utilize its affiliate, Kelly Educational Services, for the performance of any of the work set forth in the Agreement, Kelly shall ensure that such affiliate complies with all provisions of the Agreement. Kelly will remain liable for the acts and omissions of such affiliate the proper performance and delivery of the products and/or services set forth in the Agreement.

(f) **Public Records Laws.** This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Kelly understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. For all contracts as set forth in Section 119.0701, Florida Statutes (2016) see Exhibit E which is incorporated by reference herein.

(g) **Non-Discrimination.** Kelly represents and warrants to the Customer that Kelly does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Kelly's performance under the Agreement on account of race, color, sex, religion, age, handicap, marital status, national origin, citizenship status, creed, religious affiliation, sexual orientation, gender identity, disability, veteran status, or any other protected status under applicable law. Kelly further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status, or national origin be excluded from participation in, be denied services, or be subject to discrimination under any provision of the Agreement.

(h) **Severability; Waiver.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

(i) **Assignment.** Neither Kelly nor Customer may assign this Agreement (whether in whole or in part) without the prior written consent of the other party; provided, however, that Kelly may use its affiliate, Kelly Educational Services, to fulfill any or all of its obligations hereunder without securing Customer's consent. This Agreement will be binding upon the parties hereto, and their successors, heirs and assigns, as permitted.

(j) **Survivorship.** These provisions which by their nature are intended to survive the expiration, cancellation, or termination of the Agreement including, by way of example only, the indemnification and confidentiality provisions, shall survive the expiration, cancellation or termination of the Agreement.

(k) **No Gifts or Contingent Fees.** Kelly warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Kelly, to solicit or secure the Agreement, and that it has not paid or agreed to pay and person, company, corporation, individual or firm, other than a bona fide employee working solely for Kelly, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For the breach or violation of these provisions, the Customer shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

(l) **Disclosure of Employment of Former Customer Employees.** All bidders, proposers, consultants, and contractors are required to disclose the names of any of their officers, directors, agents, or employees who serve as agents or principals for the bidder, proposer or contractor, and who within the last two (2) years, have been or are the employees of the Customer. And all bidders, proposers, consultants, and contractors are required to disclose the name of any Customer employee who owns, directly or indirectly, any interest in Kelly's business. Such disclosures will be in accordance with current Customer policies, but will include, at a minimum, the name of the former Customer employee, a list of the positions the employee held in the last two (2) years of his or her employment with the Customer, and the

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

(m) **Publicity.** Kelly shall not use the Customer name, logo or other likeness in any press release, marketing materials or other public announcement without receiving the School Board's prior written approval.

(n) **Independent Contractor.** In its performance of this Agreement, Kelly will at all times act in its own capacity and right as an independent contractor, and nothing contained herein may be construed to make Kelly an agent, partner or joint venturer of Customer.

(o) **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement [(except for any obligations to make payments to the other party hereunder)], when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any governmental authority; (vii) national or regional emergency; (viii) strikes, labor stoppages or slowdowns or other industrial disturbances; and (ix) shortage of adequate power or transportation facilities. The party suffering a Force Majeure Event shall give notice within five (5) says of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

(p) **Amendments.** This Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties.

(q) **Counterparts and Facsimile Signatures Authorized.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(r) **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule. Venue for any action arising under this Agreement shall lie exclusively in the state or federal court located in Suwannee County, Florida.

(s) **Time of Essence.** Time is of the essence in this Agreement. Except as specifically noted herein, if any date of significance hereunder falls upon a Saturday, Sunday, or legal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday, or legal holiday. Saturdays, Sundays, and legal holidays shall not be considered business or working days.

(t) **Entire Agreement.** This Agreement and its Exhibits are the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, express or implied, not incorporated in this Agreement are superseded.

In witness whereof, the parties have caused their duly authorized representatives to execute and deliver this Agreement effective July 6, 2017.

ATTEST:

By: _____

Name: _____

Title: _____

Date: _____

SUWANNEE COUNTY SCHOOL BOARD, FLORIDA

By: _____

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"

_____
Chairperson, Suwannee County School Board

EXHIBIT A

PRICING FOR KELLY EDUCATIONAL SERVICES

This Pricing Exhibit A is incorporated and made part of the Agreement for Educational Services between Kelly Services, Inc. and the Suwannee County School Board, dated July 6, 2017. The maximum indebtedness of Customer for each fiscal year (July 1 through June 30) shall not exceed $13,000,000.00.

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

Job Title	Hourly Pay Rate	Markup	Hourly Bill Rate
Substitute Teacher – High School Diploma or Associates Degree	$8.50/hour	1.39	$11.82/hour
Substitute Teacher – Bachelor's Degree	$10.00/hour	1.39	$13.90/hour
Substitute Teacher – Master's Degree	$12.00/hour	1.39	$16.68/hour
Substitute Teacher – Certified Teacher - Long Term Assignment	$20.00/hour	1.39	$27.80/hour
Paraprofessional	$8.25/hour	1.39	$11.47/hour
Retiree DROP Program	TBD	1.29	TBD
School Nutrition Employee	$8.25/hour	1.43	$11.80/hour
Custodial Employee	$8.25/hour	1.43	$11.80/hour

***NOTE – Subject to change pending official Board action on rate of pay adjustment.**

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

KELLY SERVICES, INC.

By: _____

Name: _____

Title: _____

Date: _____

SUWANNEE COUNTY SCHOOL BOARD

By: _____

Name: Ted L. Roush

Title: Superintendent of Schools

Date: _____

_____
Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

Exhibit B

TIME, BILLING & AUTOMATED SCHEDULING TERMS

1) DOCUMENTATION OF TIME WORKED

(a) The Customer agrees to review, approve and sign, by signature or electronic means, documentation of time worked by the Assigned Employees. The Customer also will designate one or more representatives to approve the record on its behalf. If the Customer representative is unavailable, the Kelly representative responsible for the Customer assignment (or other Kelly representative authorized by Customer) may approve the record on Customer's behalf or it may be approved in accordance with (b) below. Customer will use reasonable efforts to assist Kelly in the retrieval of missing or unsubmitted School Nutrition Program employee time sheets.

(b) Electronic approvals through the KASS Web Time system require the following:

i) School Nutrition Program employees will submit time for approval each week. The Customer must approve time entries by Tuesday of the following week at 11:59 PM. The Customer will make reasonable efforts to ensure that approving managers take approval action on Tuesday and adhere to this schedule to expedite substitute payroll.

ii) Approved time for a given week-ending date will be gathered from the system Monday, Tuesday and after midnight Wednesday as time entries sheets are approved. At that time, all non-rejected time that have been submitted for approval will be considered approved-in-full by the school and sent for payroll processing.

iii) All Customer representatives who approve the time entries of the Assigned Employees must have school-issued, active e-mail accounts.

iv) Each school should assign a KASS Web Time administrator to approve School Nutrition Program employee time sheets each week. A backup administrator should also be designated to approve time sheets in the event of the first administrator's absence.

v) All adjustments to approved time will be handled outside of the KASS Web Time system. KASS will not be updated to reflect the adjusted values.

2) NON-EXEMPT EMPLOYEES & OVERTIME

(a) **Non-exempt Employees.** Some Kelly Employees may be deemed as non-exempt employees under federal or state wage and hour laws (e.g., (1) states that designate teachers as non-exempt, (2) licensed teachers not performing the customary duties of a classroom teacher, or (3) Kelly Employees that are not licensed teachers and assigned to perform clerical, administrative, janitorial, or cafeteria duties). Kelly Employees who are designated as non-exempt or are performing non-exempt work are entitled to overtime pay.

(b) **Overtime; Meal and Rest Periods.**

i) Kelly shall pay nonexempt Kelly Employees overtime pay in accordance with applicable federal and state law at a rate of one and one-half times their regular rate of pay for all hours worked over 40 hours in any given workweek and bill the Customer accordingly.

ii) Kelly shall adjust its overtime payments to comply with state laws that may impose additional or different requirements than federal law, and bill the Customer accordingly. For example, under California's wage and hour law, nonexempt employees must be paid overtime for any hours worked in excess of eight hours in one workday or 40 hours in one workweek.

iii) Kelly will base overtime pay on hours actually worked. For example, hours paid for vacation, holiday, sick, or paid time off will not be included in calculating overtime.

iv) An authorized Customer representative must approve in advance a non-exempt Kelly Employee working overtime.

v) In those states that require non-exempt employees to have meal and rest periods, non-exempt Kelly Employees must accurately record their meal and rest periods in accordance with Section 1 above.

3) AUTOMATED SCHEDULING

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

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

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

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

Exhibit C – Composite Federal Forms

FEDERAL REGULATORY COMPLIANCE STATEMENT

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

---

1. The Contractor agrees to allow reasonable access by SCSB, the Federal granting agency, the Comptroller General of the United States or any of their duly authorized representatives to the Contractor's books, documents, papers, and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcripts.

2. The Contractor agrees to maintain all records related to this agreement for a period of three years after the final payment for the agreement and after all other matters are closed.

3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state, and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.

4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow SCSB to sustain the cost (if applicable).

5. The Contractor agrees to properly complete and submit to SCSB a federal debarment certification form for each renewal year of the Contract, if renewals apply.

6. The Contractor agrees to properly complete and submit to SCSB a non-collusion affidavit.

7. The Contractor agrees to properly complete and submit to SCSB a federal drug free workplace certification form.

8. The Contractor agrees the SCSB may terminate the contract at any time for any reason. If terminated for cause, the Contractor agrees the SCSB may seek remedies for damages, if applicable.

9. The Contractor agrees to comply with all applicable environmental standards, orders or requirements.

CONTRACTOR: Kelly Services, Inc.

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

DRUG FREE WORKPLACE CERTIFICATION

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

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of and conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____

CONTRACTOR'S SIGNATURE / DATE

_____

NAME/TITLE

Name of Company: Kelly Services, Inc.

CERTIFICATION REGARDING DDEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

1. The Contractor (or its affiliate) certifies to the best of its knowledge and belief that it and its principals:

   A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency from doing business with the Federal Government.

   B. Have not within a three-year period preceding this contract have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.B. above of this certification.

   D. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the Contractor is unable to certify to any of the statements above in this certifications, such Contractor shall attach an explanation to this certification.

_____

CONTRACTOR'S SIGNATURE

_____

NAME/TITLE of AUTHORIZED REPRESENTATIVE

Name of Company: Kelly Services, Inc.

NON-COLLUSION AFFIDAVIT

State of FLORIDA

County of SUWANNEE

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

I hereby attest that:

(1) The price(s) and amount(s) in the offer have been arrived at independently and without consultation, communication or agreement with any other contractor, respondent, or potential respondent.

(2) Neither the price(s) nor the amount(s) of the offer, and neither the approximate price(s) nor approximate amount(s) of the offer, have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit and offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) Kelly Services, Inc., its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

_____

_____

_____

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

_____

(Signature) (Date)

Exhibit D – INSURANCE REQUIRMENTS

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

1. Worker' Compensation/Employers' Liability. The Workers' Compensation/Employers' Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements set forth herein.

(a) The VENDOR/CONTRACTOR's insurance shall cover the VENDOR/CONTRACTOR (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensations policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law.

(b) The policy must be endorsed to waive the insurer's right to subrogate against SCSB, and its members, officials, officers and employees.

(c) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

$1,000,000 Each Accident
$1,000,000 Disease – Each Employee
$1,000,000 Disease – Policy Limit

2. Commercial General Liability. The Commercial General Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The VENDOR/CONTRACTOR's insurance shall cover those sources of liability which would be covered by the latest occurrence for edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) and those described below which would apply to the Services contemplated under this Agreement. Such coverage shall be primary over other insurance.

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

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

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

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

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

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

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

(a) The VENDOR/CONTRACTOR's insurance shall cover the VENDOR/CONTRACTOR's owned, non-owned and hired autos used by non-assigned Kelly Employees in connection with this Agreement.

(b) The SCSB and the SCSB's members, officials, officers, and employees shall be included as "additional insureds" on the policy.

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

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

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

(a) The professional liability insurance shall be on a form acceptable to the SCSB and shall apply to those claims which arise out of VENDOR/CONTRACTOR's duties as a staffing firm pursuant to this Agreement.

(b) If the insurance maintained by the VENDOR/CONTRACTOR also applies to services other than Services under this Agreement, the limits of insurance maintained by the VENDOR/CONTRACTOR shall not be less than $1,000,000 per claim/annual aggregate. If the insurance maintained by the VENDOR/CONTRACTOR applies exclusively to the Services under this Agreement, the limits of insurance maintained by the VENDOR/CONTRACTOR shall not be less than $1,000,000 per claim/annual aggregate.

(c) The VENDOR/CONTRACTOR shall maintain the professional liability insurance until the end of the term of this Agreement. Through the use of an extended discovery period or otherwise, the insurance shall apply to those claims which arise out of its duties as a staffing firm, prior to the expiration or termination of this Agreement which are reported to the VENDOR/CONTRACTOR or the insurer within four years after the expiration or termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit E

Public Records Law Requirements
Under Chapter 119.0701, Florida Statutes (2016)

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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).

SUWANNEE COUNTY SCHOOL DISTRICT

702 – 2nd Street, NW • 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: Bill Brothers, Assistant Superintendent of Administration

DATE: July 11, 2017

RE: Agenda Item for the July 25, 2017, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of the 2017-2018 Suwannee County School District Emergency Management Plan. (A copy is available for review in the office of the Assistant Superintendent of Administration.)

BACKGROUND:

The 2017-2018 Suwannee County School District Emergency Management Plan has been updated for the current school year.

BB/dr

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DISTRICT 5

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BOARD ATTORNEY

MEMORANDUM

TO: Ted L. Roush, Superintendent of Schools

FROM: Debra Land, Director of Student Services

THRU: Janene Fitzpatrick, Assistant Superintendent of Instruction
Vickie DePratter, Chief Financial Officer

DATE: July 3, 2017

RE: Agenda Item for July 25, 2017, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of the following contract for the 2017-2018 school year:

#2018-61	Contract with Bauer Child Development Services, LLC	New

BACKGROUND:

This contract will be to provide part-time Speech Language Pathologist services for speech/language impaired students at private schools, Florida Sheriff Youth Ranches, and Suwannee Virtual School. We were not able to fill the full-time position that was advertised, as there were no applicants. Funding will be from IDEA. The contract was reviewed by School Board Attorney Leonard Dietzen.

DL/ro

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made as of the date of execution by and between the School Board of Suwannee County, Florida ("SCSB"), and **Bauer Child Development Services, LLC** ("Contractor").

WITNESSED:

WHEREAS, SCSB 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 the date of execution and ending June 30, 2018, 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, reasonably 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; provided, however, that SCSB shall give notice to Contractor that such invoice is deemed improper, and Contractor shall be given:
(a) details as to why it is considered improper,
(b) instruction as to how Contractor can correct such invoice to make it proper, and
(c) the opportunity to submit a corrected invoice to be paid for services performed.

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 to the extent applicable to Contractor. 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 Suwannee County School Board. Documentation of clearance will be on file in the Department of Human Resources in the Suwannee County School Board 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 Suwannee County School Board.

9. AUDITS, RECORDS, AND RECORDS RETENTION

The District 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. Contractor shall make such documents and records available to SCSB upon reasonable notice from SCSB and such audit and all costs pertaining thereto including, but not limited to, photocopies, travel, shipping, shall be at SCSB's cost.

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 District 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 District, the Contractor will cooperate with the District 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 District.

E. That persons duly authorized by the District 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 relating to bodily injury to or death of any person or loss of or damage to real or tangible personal property or the environment to the extent that such third party claim, suit, damage, or expense was proximately caused by any negligent act or omission on the part of Contractor, its agents or employees.

11. DEBARMENT & SUSPENSION

Suwannee County School Board 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 prevailing party shall be entitled to its 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, each party shall split equally 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 Board 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 actually received 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
702 2nd Street, NW
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: Susan A. Bauer
Bauer Child Development Services, LLC
295 NW Commons Loop, Suite 115-256
Lake City, FL 32055

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. 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.

22. PUBLIC RECORDS

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 2017.

SUWANNEE COUNTY SCHOOL BOARD

_____ _____
Jerry Taylor, Chairman Date

_____ _____
Ted L. Roush, Superintendent Date

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

CONTRACTOR

_____ _____
Witness Signature Susan A. Bauer, MA, CCC-SLP
Bauer Child Development Services, LLC

_____ Date _____
Type or Print Name of Witness

Date _____

EXHIBIT A

SERVICES PROVIDED:

Contractor will:

- purchase own professional and general liability insurance
- be responsible for filing own taxes according to IRS regulations
- Utilize own materials and borrow, as needed, materials from the District during the term of the contract agreement
- Consultant is not an employee, therefore not able to file for unemployment
- Carry own worker's compensation or provide proof of exemption
- Schedule own times to see clients independent of District
- Provide own benefits such as health insurance, life insurance, etc.
- Turn in all IEP paperwork, progress reports, etc., as stipulated by District and/or IEP
- Provide invoice for services rendered on a monthly basis
- Maintain copies of all confidential records (e.g., test results, IEPs, reports, etc.)
- Provide services based on established IEPs or Service Plans

Once the agreement has expired, the Contractor will return to the District any property, documentation, concerned records and confidential/proprietary information which is the property of District. Copies will be maintained at the Contractor's discretion.

CONTRACTOR FEDERAL IDENTIFICATION NUMBER:

INDIVIDUAL SOCIAL SECURITY NUMBER:

IRS Form W-9 on file.

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

IDEA Part B Grant

Speech and Language Therapist – Professional & Technical Services

EXHIBIT B

FEE SCHEDULE

The Suwannee County School Board shall pay $60.00 per hour for the following: treatment, evaluations, screenings, IEP meetings, RtI meetings, consultations, collaboration, Report/IEP writing, documentation of services, Medicaid billing, district-requested trainings or meetings. The SCSB shall reimburse the Contractor $30/per hour for time traveling between facilities/schools.

EXHIBIT C

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

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 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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).

SUWANNEE COUNTY SCHOOL DISTRICT

702 – 2nd Street, NW • 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 Roush, Superintendent of Schools

FROM: Walter Boatright, Director of Human Resources

THRU: Vickie Music DePratter, Chief Financial Officer
Bill Brothers, Assistant Superintendent of Administration

DATE: July 11, 2017

RE: Agenda Item for the July 25, 2017, Regular Board Meeting

RECOMMENDATION:

Superintendent recommends approval of the revisions to the *Suwannee County School District's Employee Handbook.*

BACKGROUND:

This handbook describes some of the expectations of our employees and outlines the policies, programs, and benefits available to eligible employees.

Suwannee County School District Employee Handbook 2017-2018

A Publication of the Department of Human Resources

Walter Boatright
Director of Human Resources
(386) 647-4633
walter.boatright@suwannee.k12.fl.us

Austin Richmond
Assistant Director of Human Resources
(386) 647-4641
austin.richmond@suwannee.k12.fl.us

Sarah Chauncey
Personnel Specialist
(386) 647-4634
sarah.chauncey@suwannee.k12.fl.us

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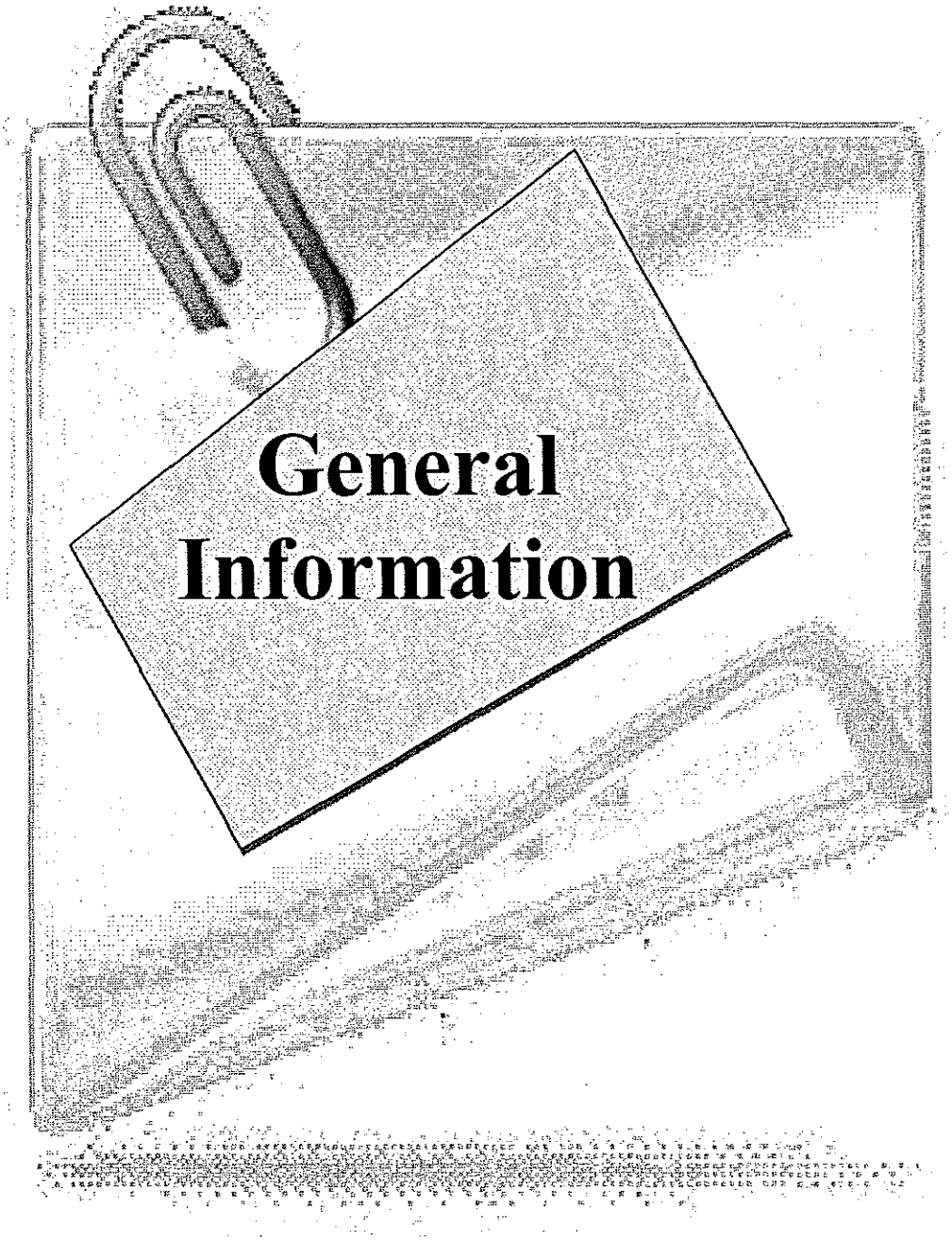
Welcome to Suwannee County School District

Each employee contributes directly to the successful educational program for the children of Suwannee County as well as the organization's growth and success. We hope that you will take pride in being a member of our team of educational professionals. Please remember that you represent the Suwannee County School District while in the community as well as at school.

This handbook describes some of the expectations of our employees and outlines the policies, programs, and benefits available to eligible employees. Employees are encouraged to familiarize themselves with the contents of this handbook, for it will answer many common questions concerning employment with the Suwannee County School District. However, the handbook cannot anticipate every situation or answer every question about employment. As a result, the employee should consult with his/her worksite supervisor or the Human Resources Department regarding any questions not answered in the handbook.

The information, policies, and benefits described here are subject to change. All such changes will be communicated through official notices, and revised information may supersede, modify, or eliminate existing policies. The employee handbook is not a contract of employment or a legal document. It is, however, the responsibility of the employee to read and comply with the procedures contained in this handbook and any revisions made to it. A copy of the handbook can be found on the web site.


General
Information

ADMINISTRATIVE ORGANIZATION
Suwannee County School District
2017-2018

Superintendent
Ted L. Roush
(386) 647-4600
ted.roush@suwannee.k12.fl.us

School Board

District 1	Jerry Taylor
District 2	Catherine Cason
District 3	Tim Alcorn
District 4	Ed daSilva
District 5	Ronald White

BOARD MEETINGS take place the fourth Tuesday of each month at 6:00 p.m. in the Board Room at the District Office. The February and October board meetings are held in Branford on the fourth Tuesday at 6:00 p.m.

District Administrators

Bill Brothers	Assistant Superintendent of Administration
Janene Fitzpatrick	Assistant Superintendent of Instruction
Vickie Music DePratter	Chief Financial Officer
Walter Boatright	Director of Human Resources
Mark Carver	Director of Facilities
Lisa Dorris	Director of Food Service
Mary Keen	Director of Career, Technical, & Adult Education
Debra Land	Director of Student Services
Chris Landrum	Director of Transportation
John Olson	Director of Curriculum & Instruction
Josh Williams	Director of Information Technology

Suwannee County School District

Suwannee County School District
702 Second St., NW
Live Oak, FL 32064
(386) 647-4600

School	Phone / Fax	Principal	Center #	Grades
Branford Elementary 26801 SR 247 Branford 32008	386/935-5700 FAX: 386/935-6311	Jennifer Barrs Stephenie Busch, AP	0089	PK-5
Branford High 405 NE Reynolds St. Branford 32008	386/935-5600 FAX: 386/935-3867	Terry Huddleston Katrina Walker-Bius, AP	0091	6-12
RIVEROAK Technical College 415 Pinewood Dr., SW Live Oak 32064	386/647-4200 FAX: 386/364-4698	Mary Keen	0012	Vocational / Adult
Suwannee Elementary 1748 S. Ohio / MLK Jr. Ave Live Oak 32064	386/647-4400 FAX: 386/330-1215	Amy Boggus Keri Bean, AP	0060	2-3
Suwannee High 1314 Pine Ave., SW Live Oak 32064	386/647-4000 FAX: 386/330-1215	Malcolm Hines Ronnie Gray, AP Angie Stuckey, AP Tammy Boggus, AP	0043	9-12
Suwannee Intermediate 1419 Walker Ave., SW Live Oak 32064	386/647-4700 FAX: 386/364-2680	Gary Caldwell Jennifer Beach, AP	0042	4-5
Suwannee Middle 1730 Walker Ave., SW Live Oak 32064	386/647-4500 FAX: 386/208-1474	Jimmy Wilkerson Laura Williams, AP	0051	6-8
Suwannee Primary 1625 Walker Ave., SW Live Oak 32064	386/647-4300 FAX: 386/364-2667	Marsha Tedder Lisa Garrison, AP	0011	PK-1
Suwannee Virtual School 415 Pinewood Dr., SW Live Oak, FL 32064	386/647-4243	Dee Dee McManaway	7023	K-12

Suwannee County School District

Mission Statement

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

Vision

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

Suwannee County School District Employee Workplace Safety Program

The Suwannee County School Board is committed to providing employees with a safe and healthful workplace. It is the policy of the Suwannee County School District that employees report unsafe conditions and do not perform work tasks if the work is considered unsafe. Employees must report all accidents, injuries, and unsafe conditions to their supervisors. No such report will result in retaliation, penalty or other disincentive.

Workplace safety and health orientation begins prior to the first day of initial employment or job transfer. Each employee has access to a copy of the safety manual through the website.

Supervisors will ask questions of employees and answer employees' questions to ensure knowledge and understanding of safety rules, policies and job-specific procedures described in our workplace safety program manual. All employees will be instructed by their supervisors that compliance with the safety rules described in the workplace safety manual is required.

Suwannee County School District Employee Wellness Program

The Suwannee County School District Wellness Committee is committed to promoting healthier lifestyles for our employees. Please visit the Wellness website for information on wellness events, fitness partners and incentives for living healthier. In addition, the Suwannee County School District has teamed up with HumanaVitality to implement a wellness and rewards program for everyone – no matter your age or health status. It will put you on the path to healthier living whether you're a fitness buff, just working on losing a few pounds, or training for your first 5K race. It will also help you quit smoking, lower your blood pressure, and eat healthier. For more information, refer to the Employee Benefits Guide on the District website, under Staff Resources.

PERSONNEL APPLICATION AND EMPLOYMENT STATUS

PERSONAL DATA CHANGE

All employees are expected to use their legal names in dealing with the Board and other professional agencies. Employees' mailing addresses, telephone numbers, number and names of dependents, name changes due to marriage or divorce, individual to be contacted in the event of an emergency, educational accomplishments, and other such information should be accurate and current at all times. It is the responsibility of each employee to promptly notify the worksite secretary of any changes in status. The secretary will prepare a written personnel status form indicating the changes or will direct the employee to the appropriate resource. When changes in personal data occur, new forms (such as W-4 forms, retirement forms, insurance, a copy of the new social security card, and driver license) are required.

VOLUNTARY TRANSFERS

When an employee is voluntarily transferred to another school site or location in the district, the employee initiates the process. The releasing supervisor or principal signs the transfer form to acknowledge approval of the transfer. The receiving principal or administrator signs the transfer form accepting the employee. The accepting principal or administrator then completes an employee status form and sends all paperwork to the Human Resources Department. The Superintendent and Suwannee County School Board must approve the transfer.

INVOLUNTARY TRANSFERS

Involuntary transfers, between schools may be made to provide a more adequate instructional program. Such involuntary transfers shall be limited to no more than two (2) transfers that involve a change to a different grade or broad subject area within a five (5) year period. Changing back to an area or grade taught during the last five (5) years would not be considered a different grade or broad subject area. Written notice of such transfers will be given to the teachers concerned as soon as possible. When a reduction in the number of teachers in a school is necessary, all volunteers shall be given first consideration for transfer. The Superintendent and Suwannee County School Board must approve the involuntary transfer.

ORIENTATION

All new employees are expected to attend an orientation workshop, which is usually scheduled prior to preplanning. When a substitute employee is hired in a regular full-time position, this person becomes eligible for benefits and is invited to attend orientation. Mid-year appointees should complete the online training modules required for their position and attend the next scheduled orientation program, if they continue employment. Each principal/site supervisor shall conduct appropriate orientation activities for any employee hired after the first day of pre-planning.

OATH OF LOYALTY

Florida law requires that all employees sign an Oath of Loyalty. This form is a part of your employment-processing package and should be completed along with your other personnel papers at the time of employment.

IMMIGRATION LAW COMPLIANCE

Suwannee County School District complies with the Immigration Reform and Control Act of 1986 and is committed to employing only United States Citizens and aliens who are authorized to work in the United States. As a condition of employment, each new employee must properly complete, sign, and date the first section of the Immigration and Naturalization Service Form I-9. Before commencing work, newly rehired employees must also complete the form if they have not previously filed an I-9 with the Personnel Department, if their previous I-9 is not more than three (3) years old.

FINGERPRINTING

Florida law requires that all school board employees and substitutes be fingerprinted. It is the responsibility of the applicant to pay the processing fee that is established by the Florida Department of Law Enforcement (FDLE). Fingerprints are taken in the personnel office and sent to FDLE and the Federal Bureau of Investigation (FBI) for processing.

If the fingerprint report for an instructional/administrative employee filing for initial certification indicates a criminal history or if the applicant acknowledges a criminal history, the applicant's records shall be referred to the Bureau of Educator Standards for review and determination of eligibility for certification. If the applicant fails to provide the necessary documentation requested by the Bureau of Educator Standards within 90 days after the date of receipt of the certified mail request, the statement of eligibility and pending application shall become invalid.

Effective July 1, 2004, school districts are required to conduct national criminal history checks every five years on their current employees. The District shall assume the expense for this requirement.

SELF-REPORTING RULE

All employees are required to comply with the "Self-Reporting Rule" for arrests and convictions. The "Rule" requires employees to self-report to the Director of Human Resources within 48 hours any arrests/charges involving the abuse of a child or the sale and/or possession of a controlled substance. In addition, the employee is required to report any conviction, finding of guilt, withholding of adjudication commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere **for any criminal offense** other than a minor traffic violation within 48 hours after the final judgment. Bus drivers are required to report a DUI or alcohol related arrest by the next shift.

CODE OF ETHICS

The code of ethics governs professionalism through integrity and consists of those principles of professional conduct that govern the education profession in Florida. The State Board of Education approved the principles of professional conduct on July 21, 1992 (Rule 6B-1.006, FAC). Violation of any of the principles of professional conduct shall subject the individual to sanctions against the certificate, which may include revocation or suspension of the individual educator's certificate, or the other penalties as provided by law. All employees are encouraged to read, understand and become familiar with these principles (Rule 6B-1.00, FAC). Certified employees may become ineligible for employment should they commit any of the felonies or misdemeanors listed in FS. 1012.315 (*Note – current employees who have committed one of these felonies in the past will also be disqualified from employment.)

PROFESSIONALISM

Each employee (bus driver, food service or maintenance worker, classroom aide or teacher, administrator and all other classifications of employees) is expected to demonstrate professional and appropriate behavior. Each employee is expected to abide by school and Suwannee County School District rules, and state and federal laws. Because employees of a school system serve as role models for students, employees are held to the highest standard of conduct (Adams vs. Turlington). In a school district such as ours, the community holds school personnel as examples for children.

OUTSIDE EMPLOYMENT

Outside employment or "moonlighting" on the part of an employee shall not violate the moral standards of the community, or the Code of Ethics of the Education Profession in Florida. Under no conditions shall outside employment conflict with the employee's performance of his/her professional duties or with the extracurricular activities related to his/her position.

Suwannee County School District employees shall not conduct a private enterprise on school time. District equipment or supplies, including technology, computers, and other equipment such as copiers, facsimile machines and cell phones, may not be used for a private business or personal gain of the employee, or for the benefit of private, "for profit", or "not for profit" organizations, unless expressly authorized by the Superintendent or the Superintendent's designee.

EMPLOYEE RELATIONS

The employer believes that the work conditions, wages, and benefits that are
offered to its employees are competitive with those offered by other school districts in this region. If employees have concerns about work conditions or compensation, they are encouraged to voice these concerns openly and directly to their immediate supervisors.

If employees prefer to exercise the right to be represented by a collective bargaining agent, the school board will respect that choice.

GRIEVANCE

If an employee has a complaint, which he/she believes may become the basis for a grievance, the employee shall discuss the complaint, in an informal manner with his/her immediate supervisor. If the problem is not resolved, the employee may file a formal grievance. Procedures for filling a grievance are contained in the collective bargaining agreement and SCSB Policy 6.50.

The purpose of the grievance procedure is to resolve at the lowest possible level and in the most expedient and impartial manner, any dispute between members of the bargaining unit and management, concerning the terms of the contract. Employees are encouraged to read the collective bargaining agreement and may refer to the grievance procedure/form in the contract should it become necessary.

PUPIL SUPERVISION

Proper supervision of a pupil shall be provided while the student is under the immediate control of the school. Supervision shall be maintained on the school grounds, in classrooms, on the bus, in pupil occupied areas of buildings, on field trips, during any extracurricular activity, at school-sponsored functions, and at any other school related sponsored activity.

Any employee who has responsibility for the supervision of pupils in the performance of their normal duties, or who is assigned duty requiring the supervision of pupils needs to be diligent in supervising each child. Obviously we want each child to be safe. An employee who fails to provide such student supervision by failing to report for duty or by leaving his/her post of duty without being properly relieved of such duty shall be deemed guilty of neglect of duty. Any person charged with such neglect of duty shall be subjected to disciplinary action up to and including termination.

SOCIAL MEDIA

All employees are expected to serve as positive ambassadors for our schools and to remember they are role models to students in this community. Because readers of social media networks may view the employee as a representative of the schools and the District, it is in the employee's best interest to observe the following rules when referring to the District, its schools, students, programs, activities, employees, volunteers and communities on any social media networks:

It is in the employee's best interest when using any social media network or electronic communication (including texting) and postings, displays, or communications on any social media network, to comply with all state and federal laws and any applicable District policies. Following Florida Administrative Code 6B-1.001 and 6B-1.006, it is in the employee's best interest to be respectful and professional in all communications (by word, image, or other means).

Employees should not use their District e-mail address for communications on public social media networks that have not been approved by the District. Employees must make clear that any views expressed are the employee's alone and do not necessarily reflect the views of the District. Employees may not act as a spokesperson for the District or post comments as a representative of the District, except as authorized by the Superintendent or designee.

Employees may not disclose information on any social media network that is protected by law, confidential or proprietary to the District, its students, or employees or that is protected by data privacy laws.

Employees may not use or post District, school or departmental logos on any social media network without permission from the Superintendent or designee.

This policy will continually evolve as new technologies and social networking tools emerge. It is each employee's responsibility to be familiar with this policy. This policy is guided by the principle of personal responsibility and accountability, what you write is ultimately your responsibility. This policy is not intended to restrict participation but rather to provide both a caution and guidance for employees who choose to engage in online activities

CHILD ABUSE

Each school district employee is considered a "mandated reporter." All employees have an affirmative duty to report all cases of actual or **suspected** cases of child abuse or neglect, and shall have immunity from liability if such cases are reported in good faith. The failure of an employee to report suspected cases of child abuse shall subject the employee to disciplinary measures.

CLEAN INDOOR AIR ACT

Suwannee County School District supports the Clean Indoor Air Act, which prohibits the use of all tobacco products in classrooms; pupil occupied areas, the gymnasium or auditoriums of the Suwannee County School District by any person.

WEAPONS PROHIBITED

No one, except a law enforcement officer, may bring a weapon on campus. Employees, students and parents are prohibited from carrying any gun, pistol, sword, knife, razor, or any other item which may be used as a weapon on the school grounds, into any school building, or on a school bus, or who conceals such items on the school grounds, within a school building, on a school bus or in an automobile or other vehicle parked on the school grounds or adjacent thereto. Employees, students and parents who fail to comply with this policy may be arrested, suspended from duty or expelled.

PROFANE OR OBSCENE LANGUAGE

Under no conditions shall any School Board employee be permitted to use profane or obscene language in his/her relationship with students. Any employee who uses profane or obscene language while speaking to, communicating with, or in the presence of students shall be deemed guilty of misconduct.

ALCOHOL & DRUG-FREE WORKPLACE

No employee or student shall manufacture, distribute, dispense, possess, or use in or on the work place, or be under the influence of any alcoholic substance, any intoxicating or auditory, visual, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance, in the work place, as defined by Federal Law or Florida Statute Ch. 893, or any counterfeit of such drugs or substances, all being collectively referred to as drugs.

Alcohol beverages in any form, drugs and controlled substances (except as defined by School Board policy 6.45 and 6.46) are barred from all school property, buildings, and functions sponsored by the public schools of Suwannee County.

The appropriate use of legally prescribed drugs and nonprescription medication is not prohibited. However, it is the employee's responsibility to inform the physician of the employee's job duties and to ask the prescribing physician to determine whether or not the prescribed drug may impair the employee's job performance. It is the employee's responsibility to remove himself/herself from service if unfit for duty. An employee in a safety sensitive position must obtain a written release from the prescribing physician if he/she has prescribed any substance that carries a warning label indicating that mental functioning, motor skills or judgment may be adversely affected. The release must state that the employee is able to perform safety sensitive functions.

"Workplace" is defined as the site for the performance of work done in connection with the duties of an employee of the School Board. That term includes any place where the work of the school district is performed, including a school building or other school premises; any school-owned vehicle or any other school-approved vehicle used to transport students to and from school or school activities, off-school property during any school-sponsored or school-approved activity, event or function, such as a field trip, workshop or athletic event.

Each job offer is contingent on a negative drug test. When reasonable suspicion exists, employees may be required to submit to a drug test. Refusal to test or positive results are grounds for termination. Random drug testing is required for transportation personnel.

DRUG-FREE EMPLOYEE ASSISTANCE

The District shall offer assistance and information on drug abuse in order to maintain an alcohol and a drug-free workplace. Employee assistance will be available through the Human Resources Department or referral to a program which will provide assistance.

TOBACCO FREE FLORIDA

All uses of tobacco products in any form are prohibited in any District-owned facility or vehicle. Staff who violate the policy will be provided cessation resources.

BLOODBORNE PATHOGENS EXPOSURE PLAN

Universal precautions will be observed by all employees to prevent contact with blood or other potentially infectious materials. Annual training will be provided to employees who are employed in an identified occupational exposure position. The Principal/Supervisor is responsible for monitoring this process and ensuring that universal precautions are observed. Employees who have been identified as working in occupations that expose them to blood or other potentially infectious materials will be offered the Hepatitis B vaccine at no cost to the employee. Vaccines will be given through an agreement with the Suwannee County Health Unit.

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 the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the non-discrimination policies:

Walter Boatright, Director of Human Resources
Address: 702 2nd Street, NW
Telephone.: (386) 647-4633

REASONABLE ACCOMMODATIONS IN EMPLOYMENT

In accordance with the Americans with Disability Act (ADA) of 1990, an employee may request reasonable accommodations when he/she meets the criteria of a disability as defined by ADA. ADA has a three-part definition of disability. Under ADA, an individual with a disability has:

- A physical or mental impairment that substantially limits one or more major life activity;
- A record of such an impairment; or
- Is regarded as having such impairment.

Employees desiring reasonable accommodations in employment may contact the Human Resources office.

Reasonable Accommodations shall be provided that will not impose undue hardship to the school or district. Reasonable accommodations can involve the following:

a. Modifications or adjustments to a job application process that enable or qualify an applicant with a disability to be considered for the position such qualified applicant desires; or
b. Modifications or adjustments to the work environment or to the manner or circumstances under which the position held or desired is customarily performed, that enable a qualified individual with a disability to perform the essential functions of that position; or
c. Modifications/adjustments enabling employees with disabilities to enjoy equal benefits and privileges of employment as are enjoyed by other similarly situated employees without disabilities (i.e. making existing facilities readily accessible and usable by individuals with disabilities, job restructuring, etc.).

PROBATIONARY PERIOD

First year instructional employees are on a probationary contract for the first year. The probationary period is intended to give new employees the opportunity to demonstrate his/her ability to achieve a satisfactory level of performance and to determine whether the new position meets his/her expectations. Upon satisfactory completion of the probationary period, the person may be recommended as a regular employee.

During the initial 97 days of employment, either the non-instructional employee and/or the employer may end the employment relationship without a breach of contract and without cause.

During the probationary period, new employees are eligible for those benefits that are required by law, such as workers' compensation insurance and social security. They may also be eligible for other employer-provided benefits, subject to the terms and conditions of each benefit program. Employees should read the information for each specific benefit program for the details on eligibility requirements.

EXPERIENCE VERIFICATION

Each year of experience to be counted for salary purposes must meet the criteria prescribed by law. Experience credit may not exceed the limits established by the board or the terms of a negotiated agreement. All experience verification must be:

a. Provided on Experience Verification Form or on business stationary by former employers or by a notarized affidavit(s),
b. Specify the date(s) of employment, job title, and whether the position was full-time or part-time employment,
c. The number of hours worked per week must be included for part-time employment,
d. Self-employed experience (i.e. family business) must be verified by an individual knowledgeable of the applicant's service.

Certificated employees (i.e. teachers, administrators) who have worked **in a public school system** and have applicable experience will receive 100% experience credit for salary purposes.

No experience credit is approved for substitute or part-time teaching experience unless the service was rendered under contract in excess of one-half the days (99 days) or hours (785 hours) required for a year of service in a full-time position.

Instructional personnel will be paid according to their highest degree earned, in accordance with the master contract. However, for personnel hired after 2011 to qualify for an advanced degree payment, the advanced degree must be in an academic subject area that is on their teaching certificate.

During the year of initial employment, the HR office will process the experience verification paperwork and authorize the employee's salary. As experience verifications are received in the Human Resources Office, new salary authorizations are made retroactive to the employee's effective date of hire. Additional salary for experience that is documented after the first year of employment shall not be retroactive.

SEXUAL HARRASSMENT

The Suwannee County School District forbids sexual harassment in any form, whether by an administrator, teacher, any other adult, or any student on school property or at any school related activity. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors and other inappropriate oral, written or physical conduct of a sexual nature when:

a. Such conduct is made either explicitly a term or condition of an individual's employment;
b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals; or

c. Such conduct has the purpose or effect of unreasonable interfering with an individual's work performance or creating an intimidating hostile or offensive working environment.

Persons who allege sexual harassment may report such actions to a principal, administrator or other responsible person within the school/work site where the action occurred. All complaints shall be reported to the Director of Human Resources and investigated as promptly as practicable. Filing a Complaint of sexual harassment will not reflect upon the individual's status, future employment, work assignments, future grades or extracurricular activities. A substantiated charge of sexual harassment shall subject the individual to disciplinary actions. Employees are encouraged to read the sexual harassment policy.

BULLYING

It is the policy of the Suwannee County School District that all of its students and school employees have an educational setting that is safe, secure and free from harassment and bullying of any kind (SCSB Policy 5.101). The District will not tolerate bullying and harassment of any type. Conduct that constitutes bullying and harassment is prohibited.

Bullying includes cyberbullying and means systematically and chronically inflicting physical hurt or psychological distress on one or more students or employees. It is further defined as unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by a student or adult, that is severe or pervasive 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; and may involve but is not limited to:

a. teasing,
b. social exclusion,
c. threat,
d. intimidation,

e. stalking (including cyberstalking),
f. physical violence,
g. theft,
h. sexual, religious, or racial/ethnic harassment,
i. public humiliation, or
j. destruction of property.

The term *bullying* shall include cyberbullying whether or not specifically stated.

Harassment means any threatening, insulting or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against a student or school employee that:

a. places a student or school employee in reasonable fear or harm to his/her person or damage to his/her property;
b. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits; or
c. has the effect of substantially disrupting the orderly operation of a school.

Bullying and harassment also include:

a. retaliation against a student or school employee by another student or school employee for asserting or alleging an act of bullying or harassment; reporting an act of bullying or harassment that is not made in good faith is considered retaliation;
b. perpetuation of conduct listed in the definition of bullying or harassment by an individual or group with intent to demean, dehumanize, embarrass, or cause emotional or physical harm to a student or school employee by
    1. incitement or coercion;
    2. accessing or knowingly and willingly causing or providing access to data or computer software through a computer, computer system, or computer network within the scope of the District school system;
    3. acting in a manner that has an effect substantially similar to the effect of bullying or harassment.

REPORTING MISCONDUCT

All employees shall be responsible for reporting misconduct by School Board employees that affects the health, safety or welfare of a student. Reports should be made to immediate supervisor, or by using the following procedures.

SUWANNEE COUNTY SCHOOL DISTRICT
Reporting of Wrongdoing

The employees of the Suwannee County School District have a number of options and methods of reporting wrongdoing in the workplace. An employee may report the wrongdoing verbally or in written form to the following:

A. Any school level administrator or administrative supervisor

B. Equity Coordinator – Walter Boatright 386-647-4633

C. Any district level administrator including the Superintendent and

School Board Members

D. The Collective Risk Management Team:

Janene Fitzpatrick -647-4647..... District Administrator Rep.
Kecia Robinson – 647-4638..... District Administrator Rep.
Malcolm Hines – 647-4035 ..... School Level Administrator Rep.
Theda Roper– 647-4701 ..... UTSC Representative
Robyne Edwards – 647-4435..... Teacher Representative
Ernestine "Pat" Fleming – 647-4128 ..... Transportation Representative
Dana Tidwell – 647-4604 ..... School Related Representative

E. Employee Protection Line®
Call (800) 576-5262 and enter the organizations code number (30079 for Suwannee) without giving your name.

FLORIDA CERTIFICATION REQUIREMENTS

(for instructors and administrators)

APPLICATION FOR CERTIFICATION

The certification office will assist you with the certification process. For an initial certificate, you must:

a. Complete an application form CG-10 online. http://www.fdoe.org/edcert/apply.asp
b. Pay processing fees of $75.00 per subject/endorsement requested.
c. Submit an official transcript that reflects a bachelor's or higher degree from an accredited or approved institution.
d. Submit a fingerprint report that has been processed, submitted by the school district to DOE, and cleared.

For additional information, contact Mary Ann Chaney at (386) 647-4627 or visit the Bureau of Educator Certification web site at http://www.fldoe.org/edcert/.

INITIAL CERTIFICATION REQUIREMENTS

For a three (3) year non-renewable temporary certificate, you must:

a. Complete all application process requirements.
b. Hold a Bachelor's degree or higher.
c. Demonstrate mastery of subject area knowledge or meet subject specialization with a 2.5 GPA for a requested.
d. Submit a fingerprint report that has been processed, submitted by the school district to DOE, and cleared.

PROFESSIONAL CERTIFICATE REQUIREMENTS

For a five year Professional Certificate, you must:

a. Complete the application process (apply online http://www.fldoe.org/edcert/apply.asp)
b. Hold at least a bachelor's degree
c. Demonstrate Mastery of Subject Area Knowledge for a requested subject
d. Demonstrate Mastery of General Knowledge
e. Demonstrate Mastery of Professional Preparation and Education Competence
f. Fingerprint report that has been processed, submitted to DOE and cleared

EMPLOYMENT CATEGORIES

In order to clarify the definition of employment classifications so that employees understand their employment status and benefit eligibility, each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws. **Overtime work must be authorized in advance by the worksite supervisor in order to receive compensation.**

NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and state law. If there is a bargaining agreement or contract, the employer is obligated to follow the terms of the agreement. Examples of job types classified under this category include: bus drivers, food service workers, custodial workers, aides, clerical workers, secretarial staff, bookkeepers, clerks, skilled laborers.

EXEMPT employees are excluded from minimum wage and overtime specific provisions of the Fair Labor Standards Act. Examples of job types classified under this category include: teachers, directors, supervisors, principals, administrators, attorneys, and other employees designated as professionals. These employees do **not** have to be paid overtime when they work more than 40 hours in a workweek.

In addition to the above, each employee will belong to one other employment category:

TEMPORARY employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. While temporary employees receive all legally mandated benefits (such as workers' compensation insurance and social security), they are ineligible for the entire employer's other benefit program. Substitute employees are an example.

PROBATIONARY employees are those whose performance is evaluated to determine whether further employment in a specific position or with the organization is appropriate. Employees who satisfactorily complete the probationary period will be notified of their new employment classification.

REGULAR FULL-TIME employees are those who are not in a temporary or probationary status and who are regularly scheduled to work the organization's full-time schedule. Generally, they are eligible for the employer's benefit package, subject to the terms, conditions, and limitations of each benefit program.

REGULAR PART-TIME employees are those who are not assigned to a temporary or probationary status and who are regularly scheduled to work less then the full-time work schedule. Regular part-time employees are eligible for some benefits sponsored by the employer, subject to the terms, conditions, and limitations of each benefit program.

PERFORMANCE EVALUATION

The performance of each employee is the key to the overall success of the Suwannee County School District in carrying out its mission, goals, and programs. Each employee of the School District shall receive at least one annual evaluation by his / her immediate administrative supervisor. The purpose of the evaluation shall be to improve the services of personnel in all departments.

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis so the employee can better understand what the job requires as well as what the supervisor expects of him/her in their job. The success of the school system depends upon the combined efforts of employees, managers, supervisors, and administrative staff. The performance evaluation system is designed to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals that would improve student performance, job performance, and the quality of service provided. Job descriptions and evaluation forms are available on First Class.

TERMINATION

When an employee resigns or retires from the Suwannee County School District, a letter of intent must be provided to the principal or administrator, with a copy to the Human Resources Department for Board acceptance. In the interest of better personnel management, it is important to know the reason employees leave their job and how they feel our programs and services might be improved. If you decide to leave the Suwannee County School District, you are encouraged to have a personal exit interview with your supervisor. The Department of Education requires an exit form to be completed by each teacher and submitted to the personnel department, which in turn, submits the exit information to DOE.

ACCESS TO PERSONNEL FILES

Personnel files are the property of the employer. Access to the information contained in the personnel file of each employee is open to public inspection, with the exception of those restrictions set forth in F.S. 1012.31 and 119. With reasonable advance notice, an employee may review material in a personnel file in the personnel offices and in the presence of the individual appointed by the employer to maintain the file. Information exempt from public inspection consists of the following:

a. Complaints or material relating to an on-going investigation.
b. Performance evaluations prepared before July 01, 1983.
c. Current performance evaluations and the evaluations from the previous year.
d. Derogatory material to an employee until 10 days after the employee has been notified pursuant to Chapter 119 Florida Statutes.
e. Payroll deduction records.
f. Medical records, including psychiatric, psychological, and/or mental health counseling.
g. District employees' name and home address relating to HRS, Law Enforcement, active firefighter; court justice; appeal, circuit or county judge.
h. Any information revealing undercover personnel of a criminal justice agency, law enforcement personnel and HRS.
i. References prior to employment that are marked confidential.
j. Confidential information can be shared with another person or agency when required by law and when the employee gives written consent for release of information. It is the employee's responsibility to let us know if they are exempt.

Notification of Social Security Number Collection and Use

In compliance with Florida Statute 119.071(5), Suwannee County School Board issues this notification regarding the purpose of the collection and use of an individual's Social Security Number.

The Suwannee County School Board recognizes that an individual's social security number is a unique form of identification that can be utilized to obtain sensitive information regarding that particular individual. However, as required by Florida Statute 1008.386, the Board must request that each student enrolled in the district provide his or her social security number and must use the Social Security Number in the management information system.

The Board further recognizes that under certain circumstances, both as an employer and an education institution, the collection of social security numbers is necessary to be able to properly perform its duties and functions and to ensure that such duties and functions are performed accurately and efficiently. Due to the sensitive nature of an individual's social security number, the Board will secure Social Security Numbers from unauthorized access and will never release them to unauthorized parties. Each student and employee will be issued a unique identification number for reporting purposes unless otherwise prescribed by law.
The Suwannee County School Board collects your social security number only for the following purposes:

Purpose	Statutory Authority	Mandated, Authorized or Business Imperative
Identification and verification – Identity management	Sec. 119.071(5)(a)(2)(a)(III), Fla. Stat. 1008.386, Fla. Stat.	Mandated
Benefit processing	Sec. 6109, I.R.C.	Mandated
Data collection, reconciliation, and tracking	Sec. 6109, I.R.C.	Mandated
Tax reporting	Sec. 6109, I.R.C.	Mandated
Criminal background checks	Sec. 119.071(5)(a)(2)(a)(III), Fla. Stat.	Business Imperative
Billing and payments	Sec. 6109, I.R.C.	Mandated
Payroll administration	Sec. 6109, I.R.C.	Mandated
Garnishments	Sec. 6109, I.R.C.	Mandated
State and federal educational and employment reporting	Sec. 6109, I.R.C.	Mandated
Financial aid programs	Sec. 6109, I.R.C.	Mandated
Vendor applications	Sec. 6109, I.R.C.	Mandated
Independent contractors	Sec. 6109, I.R.C.	Mandated
Employment applications	Sec. 6109, I.R.C.	Mandated
Student admissions - Student record management	Sec. 119.071(5)(a)(2)(a)(III), Fla. Stat. 1008.386, Fla. Stat.	Business Imperative
Volunteer applications	Not applicable	Authorized - SCSB Policy 6.78*

Additionally, Federal Legislation relating to the Hope Tax Credit requires that all postsecondary institutions report the Social Security Number of all postsecondary students to the Internal Revenue Service. This IRS requirement makes it necessary for RIVEROAK Technical College (RTC) to collect the Social Security Number of every postsecondary student enrolled. A student may refuse to disclose his/her Social Security Number to RTC, but refusing to comply with the federal requirement may result in fines established by the Internal Revenue Services.

All Social Security Numbers are protected by federal regulations and are never released to unauthorized parties.

Employee Benefits

BENEFITS

Eligible employees of the Suwannee County School District are provided a wide range of benefits. A number of the programs, such as social security, workers' compensation, state retirement, disability, and unemployment insurance cover all employees in the manner prescribed by law. Benefit eligibility is dependent upon a variety of factors, including employee classification. Some benefit programs require contributions from the employee. Your supervisor can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook.

The following benefits are available to eligible employees:

- Auto Mileage
- Credit Union
- Holidays
- Annual Leave/Vacation
- Sick Leave Benefit Pay
- Sick Leave Bank
- Uniform and Uniform Maintenance
- Retirement/Drop Program
- Terminal Leave Pay
- Insurance
- COBRA
- Workers' Compensation
- Unemployment Compensation
- Training Opportunities
- Critical Teacher Shortage
- Direct Deposit
- Employee Assistance
- Employee Leave Sell Back Option

AUTO MILEAGE

Reimbursement is provided to employees for authorized travel when approved by the employee's supervisor, superintendent and/or the School Board. Law establishes rates for travel. No reimbursement is given for travel between the employee's home and workstation.

In-district travel is computed in accordance with the district mileage schedule, or the odometer reading from the point of departure to point of destination. Out-of-district travel is established by official state road maps. When employees are traveling extended distances in a county car, a fuel or credit card from the district office should be checked-out for use. Persons traveling to the same meeting are encouraged to travel together.

Reimbursement may be requested for taxi, and ferry fares; bridge, road, and tunnel tolls; storage and parking fees; communication expense and convention registration fees when properly supported by receipts. No reimbursement may be authorized for gratuities.

UNIFORM AND UNIFORM MAINTENANCE

The School Board appropriates funds for the purchase and maintenance of specialized clothing, footwear, uniforms and protective paraphernalia for certain categories of employees (i.e. food service

workers, bus drivers, custodians, etc.) because of required regulations and daily exposure to hazardous working conditions.

RETIREMENT

All new employees in regularly established positions automatically become members of the Florida Retirement System (FRS) and are covered by Federal Social Security. The district contributes to the Florida Retirement System fund as provided by law. The district matches your social security contributions. The State offers a choice of two retirement options; the pension plan or the investment plan. You will have five months from the date you are first employed by an FRS employer to make your selection. When an employee is ready to retire, he/she should contact the benefits office. Employees may receive federal social security benefits in addition to state retirement.

Eligible employees may apply for enrollment in the Deferred Retirement Option Program (DROP) with the Division of Retirement. Contact the FRS Benefits Office for information.

Employees may also participate in the Board approved tax shelter annuity programs [403(b), 457 and 401(k)]. The employee may select from several companies approved by the Board. The contributions to an annuity must be payroll deducted.

In order to obtain FRS information, please either create a LOG IN or use the toll free MyFRS Financial Guidance Line: 1-866-446-9377 (TTY: 1-888-429-2160) 9 a.m. to 8 p.m. ET, Monday –Friday (except holidays). You can speak to an unbiased Ernst & Young financial planner for help in choosing your FRS retirement plan using MyFRS.com, and personal financial planning. Also, get detailed information about the Pension Plan, Investment Plan, enrolling your Personal Identification Number (PIN), and more. Creating a LOG IN to MyFRS.com allows you to manage your FRS retirement benefits, learn about risks, compare the two FRS retirement plans, and forecast your retirement income (including Social Security). Use your PIN the first time you access your account and create a personal User ID and password. You can also get a PIN or password reminder from MyFRS.com or the MyFRS Financial Guidance Line.

TERMINAL LEAVE PAY

Upon retirement from the district, any employee or his/her beneficiary, if service is terminated by death, shall receive terminal leave pay for accumulated sick leave up to the maximum allowed by law. Employees transferring to other districts or terminating for reasons other than retirement have the option of receiving terminal leave pay for accumulated sick leave earned in Suwannee County based on policy or transferring their sick leave balance to another district. The employee shall indicate his/her preference by submitting a request to the Board in writing during his/her last month of employment.

INSURANCE

Full-time employees are provided an opportunity to participate in Board approved insurance plans that offer a variety of covered services. Employees are encouraged to select the benefit package that best meet their family's needs. The board authorizes pre-tax payroll deductions as well as makes a contribution to each full time employee who selects health insurance coverage. You will also receive a package describing available insurance plan coverage after the Board has approved your employment.

If you are an eligible employee, you can enroll in benefits on the first of the month following 30 days of employment, the date you become benefit eligible due to a change in status, or the date of a Qualifying Event. You can also enroll or change benefits during our annual Open Enrollment period each year.

Availability of Summary Health Information

As an employee of SCSB, the health benefits available to you represent a significant component of your compensation package. They also provide important protection for you and your family in the case of illness or injury.

Your plan offers a series of health coverage options. Choosing a health coverage option is an important decision. To help you make an informed choice, a Summary of Benefits and Coverage ("SBC") is available, which summarizes important information about any health coverage option in a standard format, to help you compare across options.

The SBC and SBC Glossary is available on the web at: **www.suwanneeschools.org**. To view documents, please click on the Resources tab, and go to Staff.

Other important insurance information is also available in this location, including Marketplace Notice and COBRA Continuation Coverage Rights.

Paper copies of these documents are available, free of charge, by calling Teri Jones at (386) 647-4616 to request them.

COBRA

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue certain insurance coverage under an employer-sponsored plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and when a dependent child no longer meets eligibility requirements. It is the employee's responsibility to notify the School Board, in writing, should there be a qualifying event that will result in loss of coverage. Under COBRA, the employee or beneficiary pays full cost of coverage at the employer's group rates plus an administration fee. Please refer to the *General Notice of COBRA Continuation Coverage Rights* on page 35 for important information regarding COBRA.

WORKERS' COMPENSATION INSURANCE

Suwannee County School District provides comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical treatment. Any employee who sustains a work-related injury or illness should inform his or her supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. When a case is turned over to workers' compensation, the insurance carrier, in accordance with Florida Statute, will determine eligibility and benefits available. Medical expenses and travel for doctor appointments are assumed by workers' compensation.

UNEMPLOYMENT COMPENSATION

Unemployment compensation provides temporary income payments to make up a part of the wages lost to workers who lose their jobs through no fault of their own, and who are able and available for work. It is a temporary income to help individuals absorb some of the shock of unemployment. Employees may be eligible for unemployment compensation benefits if they:

- Are terminated or partially unemployed through no fault of their own; and
- Are able to work and available for work; and are registered for and seeking employment.

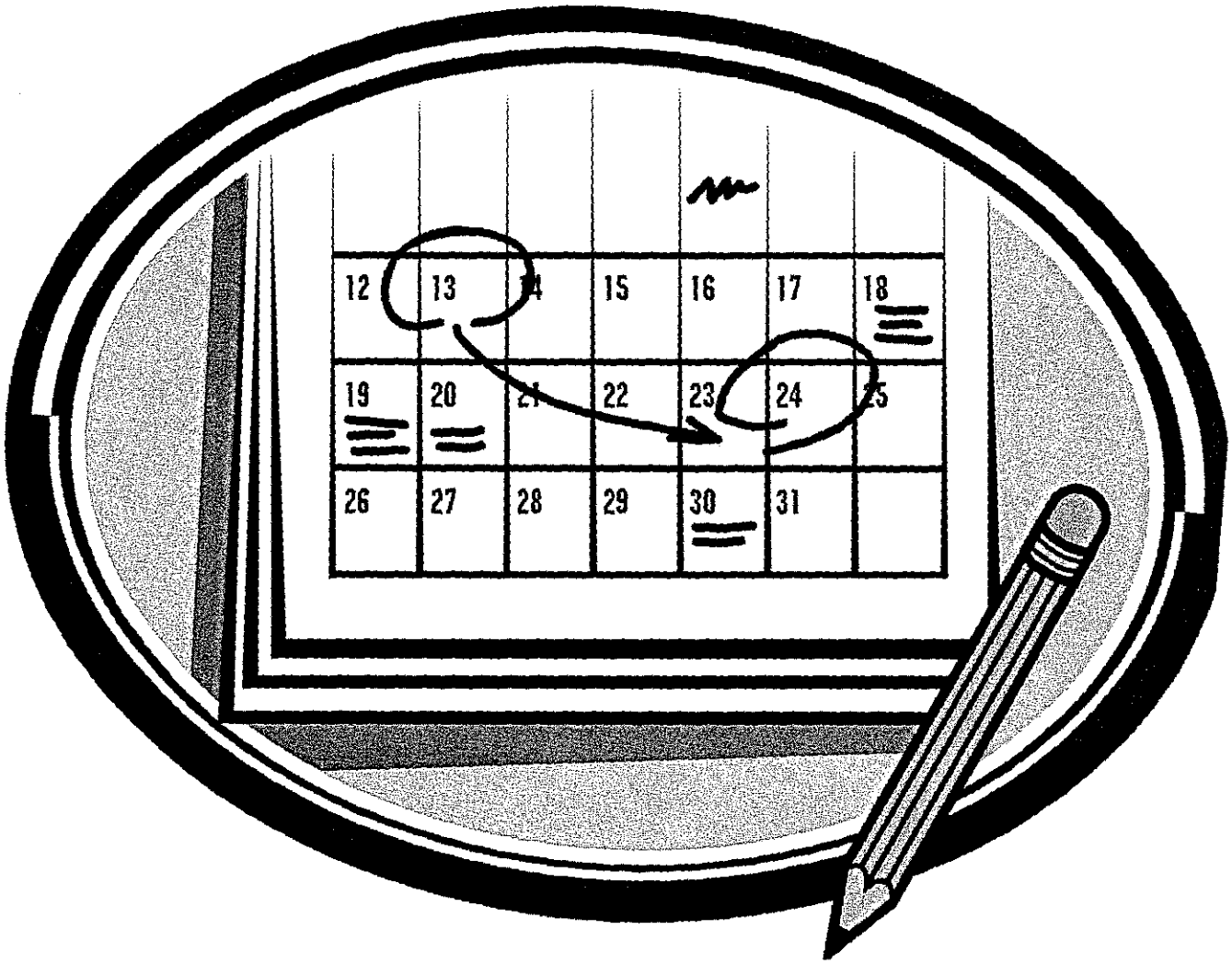
To qualify for benefits the employee must file a claim, have the necessary wage credits, and not be subject to any of the disqualification's provided for in the law. Ten-month employees are not eligible for unemployment compensation during the summer. Employees interested in requesting unemployment compensations should contact the Florida Department of Labor and Employment Security, Division of Unemployment, at (352) 376-4691 or 336-2215.

PROFESSIONAL DEVELOPMENT

A variety of training activities are provided throughout the year so employees will have the opportunity to keep abreast of changes in the field of education. The inservice programs are designed to help employees improve student performance, their job performance, foster personal growth and development, as well as assist employees in meeting professional regulations and standards. Using **http://navplus.nefec.org**, employees may also search for inservice opportunities and track his/her own inservice records. Each school has a designated Professional Development Council (PDC) representative who serves as liaison between the personnel department and the school. Credit for participation in inservice activities is granted in accordance with the Board's approved Master Inservice Plan for and State Board of Education regulations.

The Department of Curriculum and Instruction disseminates information concerning inservice training activities to each school, as well as keeps track of all employees' inservice points for certification purposes.

Employee Leave



LEAVE REQUESTS

Any absence shall be covered by leave duty authorized and granted. Leave may be with or without pay as provided by law and regulations of School Board Policy. Leave requests shall be in writing on the forms prescribed by the Board. The employee is responsible for completing the appropriate paperwork requesting leave. All requests for leave, except for sickness and emergencies, must be requested and approved by the supervisor, Board or Superintendent in advance.

PERSONAL LEAVE

The School Board allows six (6) days of personal leave with pay for all employees for each fiscal year for personal reasons, including emergencies. These days are non-cumulative and are charged to sick leave. All personal leave, except emergencies, must be requested and approved in advance.

LEAVE OF ABSENCE

A leave of absence is permission granted by the Board, or allowed under its adopted policies for an employee to be absent from duty for a specified period of time, with the right to return to employment upon the expiration of the leave. Employees returning from leave will retain full credit for years of service credited to them prior to the leave.

If the employee is on an approved leave of absence for a full contracted year and the employee wishes to return to work the following year, the employee must notify the principal/supervisor in writing of their intent by the time frame specified. Failure of the employee to notify the principal/supervisor of his/her intent to return to employment may result in termination of employment

.

ABSENCE WITHOUT LEAVE

Any employee who is willfully absent from duty without leave shall interrupt continuity of service, and shall forfeit compensation for the time of the absence and his/her employment shall be subject to termination by the Board.

SICK LEAVE

The School Board grants eligible employee's sick leave for periods of temporary absence due to illness or injury. Instructional employees, hired on a full-time basis, are entitled to four (4) days of sick leave as of the first working day and will then earn one (1) day per month credited at the end of the month for a total of 10 sick leave days.

School related and administrative employees, employed on a full-time basis, will earn four (4) days of sick leave at the end of the first month of employment, and shall earn one (1) day per month credited at the end of the month for a total of 9 days for 9 month employees, 10 days for 10 month employees, 11 days for 11 month employees, and 12 days for 12 month employees.

Teachers and paraprofessionals who expect to be absent from duty on student contact days shall notify Kelly Educational Staffing to arrange a substitute through the Kelly Automated Scheduling System (KASS) as soon as possible.

All other employees should notify their direct supervisor/principal the evening immediately preceding the day of absence, if possible. Where an absence is due to an emergency, the employee shall notify their supervisor at the earliest possible moment. The notice of absence shall always be in advance unless conditions beyond the control of the employee make such advance notice impossible. The employee must complete the sick leave form within five (5) working days of his/her return to duty. The sick leave form will be used as documentation to certify that the facts are true and correct, and that the claim is valid and legal. A false claim for sick leave shall be deemed cause for termination.

SICK LEAVE BANK

The Sick Leave Bank was established to provide employees emergency sick leave for illness or injury beyond that available under provisions governing sick leave. Participation is voluntary and open to any full-time employee who has worked a full year with the school system and has accrued a minimum of seven sick days. Enrollment in the sick leave bank will be accepted during September 1 through September 15 of each school year. Employees must wait thirty (30) days after initial enrollment before being eligible to withdraw days from the sick leave bank. Participating employees are required to contribute one (1) sick leave day during the enrollment period, and one (1) sick leave day each time the bank is depleted to 10 days.

The employee must make application to the Sick Leave Bank in order to receive benefits. All requests for withdrawal of days from the Sick Leave Bank shall be addressed to the Sick Leave Bank Committee on the official form provided for this purpose and forwarded to the Finance Office.

Any leave withdrawn must be used for the employee's personal illness, accident, or injury. A limit of 45 days is placed on any one (1), accident, illness, injury, or resulting complications. The number of hours shall be equal to the hours that make up an employee's workday. Approval for sick leave from the Bank will not be granted unless the employee's accumulated sick leave and other leave has been exhausted, and the request is for absences totaling ten (10) continuous days or more. A participating employee is not required to replace the days he/she uses, except as a regular contributing member. Any leave donated by a participating employee will not be returned when the employee chooses to no longer participate in the Sick Leave Bank. If the membership falls below 10 the bank will automatically be dissolved. The remaining leave days will be equally proportioned to the remaining members.

EMPLOYEE LEAVE SELL BACK OPTION

The Employee Leave Sell Back Option was established to reward employees by being able to sell back accumulated leave time at specified intervals during the fiscal year, tied to an attendance incentive. Employees can sell back up to 5 days of sick leave time, twice per year, at 80 % of the daily rate of pay, at the time application for payment is made to the district.

For eligibility guidelines please refer to the Collective Bargaining Agreement, which can be found on the district website under staff resources.

ILLNESS-IN-LINE-OF-DUTY LEAVE

Any full-time regular employee shall be entitled to illness or injury-in-line-of-duty leave for a period not to exceed ten (10) school days when he has to be absent from work because of a personal injury received in the discharge of his duties or because of illness from any contagious or infectious disease contracted in the performance of his / her duties. Illness-in-the-line-of-duty leave is intended to deal with the illnesses normally known as childhood diseases; such as, mumps, measles, and chicken pox. This leave does not include normal adult illnesses such as colds and influenza. This leave is non-cumulative.

ANNUAL LEAVE/ VACATION

Annual Leave or vacation time off with pay is available to 12-month employees only. The amount of annual leave employees receive each year increases with the length of their employment. Annual leave accrues at the close of each month, in accordance with the maximum allowed, and may not exceed 60 days for a carryover at the end of the fiscal year.

To use annual leave, the employee must get advance approval from his/her administrative supervisor, and it shall be scheduled as to cause a minimum disruption of the school program. Upon termination, retirement, or participation in the Deferred Retirement Option Program, an employee may receive a lump sum payment for accrued annual leave. If service is terminated by death, this benefit shall be paid to the employee's beneficiary.

HOLIDAYS

All ten (10) and eleven (11) months instructional personnel will be provided six (6) paid holidays as identified on the school calendar. 12 month personnel shall receive the same holidays, plus any additional holidays listed on the school calendar for the summer months. In addition, two (2) days each school year shall be provided for each teacher for religious holidays not otherwise provided in the school calendar. Such days shall be non-cumulative and shall be charged to sick leave provided the employee is a member of the religious faith for which the holiday was established.

PROFESSIONAL LEAVE

Employees may be granted professional leave under the following classifications:

a. **Extended professional leave**

   Extended professional leave is leave in excess of 30 days. Extended professional leave for professional study may be granted by the Board upon recommendation of the Superintendent, for a period not to exceed one year to any member of the instructional staff who possesses Professional Service or Continuing Contract status or any member of the Superintendent's administrative staff, who has served continuously and satisfactory for a period of five years in the school system. Such leave shall be without pay. The request for extended professional leave shall be in writing and in the district office at least 30 days prior to the last day of the post school conference. Upon return to work the employee is required to submit documentation of credits earned while on leave. Failure to submit the required documentation will invalidate the leave of absence, and may result in termination of employment.

b. **Pre/Post school planning leave to complete summer coursework**

   When professional or certificated personnel request professional leave for any part of the pre-school or post-school planning period, the Board may grant professional leave with pay for a period not to exceed five (5) days provided that the teacher is attending class or taking examinations in course work related to the area(s) for which the teacher is responsible and that satisfactory evidence of such attendance or examination has been signed by the dean of the college or his/her representative.

c. **Leave for professional meetings, conferences, or conventions**

   Professional leave with pay may be granted to any member of the instructional, supervisory, or administrative staff who finds it necessary to attend a professional meeting, conference or

convention, or who may be assigned by the Superintendent to be absent for professional reasons provided such request is made on the authorized form within the time frame specified by Board policy. A non-instructional employee may be granted professional leave to improve his/her job effectiveness, provided the Superintendent recommends such leave and approved by the Board.

MILITARY LEAVE

Employees are allowed to use military leave when they are required to serve in the armed forces, or because of membership in the reserves. Compensation allowed for military leave during peacetime shall not exceed 240 hours. When an employee enters voluntarily into any branch of the armed forces for temporary or an extended period of service, military leave shall be granted at the School Board's discretion. Compensation allowed for military leave for voluntary state duty shall be calculated based on the difference between military pay and School Board salary.

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-weekleave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is:

(1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment ,recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*;or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition".**

JURY DUTY AND WITNESS LEAVE

Employees are encouraged to fulfill their civic responsibilities by serving jury and witness duty when required. The employees shall make application for temporary duty. When the litigation or court action is of a personal nature, a request for personal leave shall be made. The original or a copy of the subpoena/summons must be attached to the application for leave. The employee shall receive his/her regular salary. All applications for jury duty and witness leave must be endorsed by the principal or supervisor.

FAMILY MEDICAL LEAVE

The Family Medical Leave Act of 1993 entitles eligible/qualified employees up to 12 weeks of unpaid leave per year for one (1) of the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;

- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

To be eligible, an employee must have worked a full contract year (July through June) or must have worked for at least 1,250 hours during a 12-month period (July through June). An employee who wishes to take Family Medical Leave must provide the supervisor with at least thirty (30) calendar days advance notice before the leave begins; or due to an emergency, a change in circumstances, or lack of knowledge, the notice of intent to take Family Medical Leave must be given as soon as possible and practical.

Under Family Medical Leave, the Board's contribution for health insurance will continue to be paid, however, an employee on such leave will not earn retirement credit for any month(s) during which no salary is paid. If an employee desires, he/she may purchase retirement credit for the Family Medical Leave taken, provided the individual is in compliance with FRS laws. Eligible employees desiring such leave must complete the Family Medical Leave form and submit it for Board approval.

At the discretion of the Board, and in accordance with Board policy, employees are allowed to use their accumulated sick leave, and/or Family Medical Leave for the purpose of parenting. The request for parenting leave should be made in advance and shall not exceed one (1) year. A physician's statement is required with the application for leave.

TEMPORARY DUTY ELSEWHERE

Any employee may be granted temporary duty when officially assigned short-term professional duties away from the regular job site. Employees granted temporary duty shall receive their regular pay and may be allowed expenses as provided by law and Board Policy. A request for temporary duty is subject to the approval of the employee's immediate supervisor. A leave form for temporary duty is required. When taking students on a field trip, a leave form and field trip request form are required to be completed **in advance**. TDE's need to be planned in advance and require approval of the employee's immediate supervisor and district staff.

Appendices

Availability of Summary Health Information

As an employee of SCSB, the health benefits available to you represent a significant component of your compensation package. They also provide important protection for you and your family in the case of illness or injury.

Your plan offers a series of health coverage options. Choosing a health coverage option is an important decision. To help you make an informed choice, a Summary of Benefits and Coverage ("SBC") is available, which summarizes important information about any health coverage option in a standard format, to help you compare across options.

The SBC and SBC Glossary is available on the web at: **www.suwannee.k12.fl.us**. To view documents, please click on the Resources tab, and go to Staff.

Other important insurance information is also available in this location, including Marketplace Notice and COBRA Continuation Coverage Rights.

Paper copies of these documents are available, free of charge, by calling Teri Jones at (386) 647-4616 to request them.

SUWANNEE COUNTY SCHOOL DISTRICT

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

TED L. ROUSH
Superintendent of Schools

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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

THRU: Janene Fitzpatrick, Assistant Superintendent of Instruction
Bill Brothers, Assistant Superintendent of Administration

DATE: July 10, 2017

RE: Agenda Item for the July 25, 2017, Regular Board Meeting

RECOMMENDATION:

The Superintendent recommends approval of the following plans:

1. 2017-2018 Minority Teacher Recruitment Plan
2. The School Board of Suwannee County 2016-2017 Annual Update to the Florida Educational Equity Act Plan.

BACKGROUND:

These plans were discussed with the Board during the workshop on July 11, 2017.

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BOARD ATTORNEY

MEMORANDUM

TO: Ted L. Roush, Superintendent of Schools

FROM: Walter Boatright, Director of Human Resources

DATE: July 10, 2017

RE: Personnel Changes List for July 25, 2017, Regular Meeting

RECOMMENDATION:

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

SUWANNEE COUNTY SCHOOL BOARD
Personnel Changes
July 25, 2017

TO: District School Board of Suwannee County
FROM: _____
Ted Koush, Superintendent of Schools

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

SUMMER TERM 2016-2017

RECOMMENDATION: INSTRUCTIONAL:

Suwannee High School:
Jimmie Green, Teacher, Drivers Education

END OF 2016-2017 SUMMER TERM

RECOMMENDATIONS FOR THE 2017-2018 SCHOOL YEAR:

RETIREMENTS: INSTRUCTIONAL:

Branford Elementary School:
Sharon Denise Barnett, Teacher, effective June 30, 2017

Suwannee Intermediate School:
Susan Schicker, Teacher, effective June 30, 2017

RESIGNATIONS: INSTRUCTIONAL:

Suwannee High School:
James McDonald, Teacher, effective July 10, 2017

Suwannee Intermediate School:
Kelly McKissick, Teacher, effective June 26, 2017
Jamie Wiles, Teacher, effective June 27, 2017

Suwannee Middle School:
Elizabeth Howell, Teacher, effective June 30, 2017
Scott Morris, Teacher, effective July 13, 2017

RETIREMENTS: NON-INSTRUCTIONAL:

District Office:
Karen Minton, Accounts Payable Specialist, effective July 6, 2017

Food Service:
Lucile Turner, Food Service Worker, effective December 29, 2017

Suwannee Primary School:
Ellawese Washington, Paraprofessional, effective July 31, 2017

RESIGNATION: NON-INSTRUCTIONAL:

Suwannee High School:
Gretchen Rasdorf, Paraprofessional, effective July 6, 2017

RECOMMENDATIONS: INSTRUCTIONAL:

Branford High School:
Erin Cannon, Teacher, effective August 3, 2017
REPLACES: Timothy Clark
Joshua McInnis, Teacher, effective August 3, 2017
REPLACES: Scott Ware
Laura Merritt, Teacher, effective August 3, 2017
REPLACES: Gretchen Rasdorf
Samantha Roundtree, Teacher, effective August 3, 2017
REPLACES: Deanna Burkett

District-wide:
Phyllis Bailey, Speech and Language Pathologist, effective August 3, 2017
REPLACES: Amber Russell

RIVEROAK Technical College:
Susan Morgan, Patient Care Technician Instructor, effective July 31, 2017
REPLACES: Traci Thompson

Suwannee Elementary School:
Megan Collins, Teacher, effective August 3, 2017
REPLACES: Adrienne Taylor
Connie Leavitt, ESE Support Facilitator, effective August 3, 2017
REPLACES: New Position
Daphne McClendon, Teacher, effective August 3, 2017
REPLACES: Melody Handley

Suwannee High School:
Akeia Allen, Teacher, effective August 3, 2017
REPLACES: Rhonda Broughton
Deborah Cathey, Teacher, effective August 3, 2017
REPLACES: Annette Kinsey
Alexander Franklin, Teacher, effective August 3, 2017
REPLACES: Robert Marski

Suwannee Intermediate School:
Audrey Peake, ESE Support Facilitator, effective August 3, 2017
REPLACES: Lisa Pennington

Suwannee Middle School:
Kathryn Bower, Teacher, effective August 3, 2017
REPLACES: Becky Ann Larson

TRANSFERS/REASSIGNMENTS:

NAME	FROM: SITE/POSITION	TO: SITE/POSITION	EFFECTIVE	REPLACES
Carl Manna	SMS/Band Director	BHS/Teacher	8/03/2017	Michael Meek
Michael Meek	BHS/Teacher	SMS/Teacher	8/03/2017	Jazmin Marrero

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

RIVEROAK Technical College:
Melissa Francisco, Teacher, June 1, 2017 for a total of 3.25 hours.

LEAVE OF ABSENCE (PERSONAL LEAVE):

Suwannee Elementary School:
Bethany Byrd, Teacher, tentatively August 3, 2017 through June 1, 2018 without pay, with the option of returning sooner.

SUPPLEMENTARY:

NAME	POSITION	LOCATION	REPLACES
Robbin Chapman	Instructional Leadership	SIS	
Kristy Chauncey	Instructional Leadership	SIS	
Belinda Fries	Assistant Band Director	SHS	Nicole Furst
Mary Kinard	Instructional Leadership	SIS	
Traci Kirby	Instructional Leadership	SIS	
Ruth Roberson	Instructional Leadership	SIS	
Phyllis Smith	Instructional Leadership	SIS	
Kayla Williamson	Head Volleyball Coach	SMS	Rayanna Johnson
Ashley Wooley	Instructional Leadership	SIS	

PART-TIME/HOURLY EMPLOYEES:
Approval for the following for part-time/hourly employees for the first term 2017-2018

ADULT EDUCATION

Robbin Chapman	ABE/GED Prep
Tracy Henderson	ABE/GED Prep
Angie Hester	ABE/GED Prep
Kathy Smith	ABE/GED Prep
Darryl Cannon	Adult Basic Education
Glenda Cranford	Adult Basic Education
Pam Poole	Chief GED Test Examiner
Phyllis Doty	ESOL
Sabrina Harrell	ESOL
Ann Warner	GED Test Proctor/TABE Test Examiner
Richard Allen	TABE Test Examiner
Ta-Trease Sapp	TABE Test Examiner
Keiry Soto Chavez	Childcare-Family Literacy/ESOL

CAREER & TECHNICAL

Kevin Mercer	Welding
Susan Morgan	Patient Care Technician/Practical Nursing/I.V. Therapy
Marissa Lane	Early Childcare Education/Paraprofessional
Greta Thornton	Nail Technician
Jessika Hinkle	Phlebotomy

COMMUNITY EDUCATION (Pending class enrollment)

Ann Warner	Beginning Computer
Debbie Scott	Cake Decorating
Virginia Crews	CPR
Natasha Pittman	Excel, Quickbooks, MS, Office Word, Power Point
Mary Kay Dunaway	Floral Design
Vanessa Grantham	Crochet, Stained Glass
Wayne Musgrove	Gun Safety/Concealed Weapons
Carol Risk	Yoga
Donna Bass	Community Education Coordinator
Dana Tidwell	Community Education Assistant
Katherine Haney	Art, Computer Applications, Graphic Design
Belinda Fries	Computer Technology & Computer Safety
Kevin Constanza Renderos	Conversational Spanish
Annah Davis	Sign Language
Kevin Mercer	Metal Art
Derwin Bass	Basic car, home and/or shop maintenance
Julie Dees	Culinary, Cake Decorating
Chad Hale	Self Defense

MISCELLANEOUS:

The following Prekindergarten staff to work up to 12 additional hours for parent orientation transitional meetings.

Tara Brock	Traci Davis	Laritta Hunter	Amanda Kiser	Lois Lock
Betty Riley	Drea Taylor	Dora Townsend	Deanna Yott	

The following to work as site coordinators in the 21st Century Program:

Rhonda Furry	Staci Greaves	Natalie Haney	Candace Land

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Facilities:
John Betz, Maintenance Worker I, effective July 17, 2017
REPLACES: Jon Hunsinger

Suwannee Middle School:
Jan Prentice, Bookkeeper, effective June 22, 2017
REPLACES: Leigh Fernald

Transportation:
Iva Cannon, Bus Driver, effective August 10, 2017
REPLACES: Robin Whitt

LEAVE OF ABSENCE (MEDICAL LEAVE):

Transportation:
Dorie Bingemann, tentatively August 10, 2017 through September 30, 2017, without pay, with the option of returning sooner if released by the doctor.

Carol Jenkins, tentatively August 10, 2017 through October 15, 2017, without pay, with the option of returning sooner if released by the doctor.

LEAVE OF ABSENCE (PERSONAL LEAVE):

Transportation:
Mike Martin, tentatively October 10, 2017 through November 14, 2017, without pay, with the option of returning sooner.

CONTRACT RECOMMENDATIONS:

ANNUAL CONTRACTS:

	Term
Branford High School:	
Timothy Clark	12
Suwannee High School:	
Frank Allen	10
Brian Bullock	10
Matthew Grillo	10
Trista Wright Morales	10
Suwannee Middle School:	
Samantha Land	10

End of List
2017-2018
School Year