SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
July 11, 2023

AGENDA

Call to Order – Immediately following the Workshop

The Superintendent recommends approval to adopt the agenda.

1. The Superintendent recommends approval of the following curriculum item:

   a. Extension of the Branford High School summer program driver's education classes through July 20, 2023, due to increased enrollment.

2. The Superintendent recommends approval of the following contracts/agreements for the 2023-2024 school year: (Note: These contracts have been reviewed and approved as to form and sufficiency by Board Attorney Leonard Dietzen)

#2024-39	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County and Tammy Cunningham to provide healthcare clinical and training consulting services for postsecondary career certificate programs (*New*) **(pgs. 3-15)**
#2024-46	Addendum to Contract #2024-40 North East Florida Educational Consortium (NEFEC) 2022-2023 Membership Master Contractual Agreement between the District School Board of Suwannee County and the District School Board of Putnam County on behalf of NEFEC, which was previously approved on June 29, 2023. The agreement includes the following programs: (*Renewal*) **(pgs. 16-17)** • NEFEC Resolution • NEFEC Main Contract #731-24-051

- NEFEC Instructional Services Program (ISP), Attachment #24-051-A1 to Contract #731-24-051 (Assistant Superintendent of Instruction, Designee)
- NEFEC Enterprise Resource Software Products/Skyward, Attachment #24-051-A6 to Contract #731-24-051 (Educational Technology Services)
- NEFEC Building Code Administrator, Attachment #24-051-A27 to Contract #731-24-051 (Director of Facilities, Designee)
- NEFEC Human Resources Management Network Services and Related Support Services, Attachment #24-051-A43 to Contract #731-24-051 (Director of Human Resources, Designee)

3. The Superintendent recommends approval of the following forms:

#5200-064	SCSD Physician's Statement (*Revised*) **(pgs. 18)**
#5200-071	SCSD Student Services Office Hospital/Homebound Program Request Packet (*New*) **(pgs. 19-26)**

4. Expulsions

a. **Case #2223-44**: The Superintendent recommends expulsion of the student through the remainder of the 2022-2023 school year and all of the 2023-2024 school year. (*Final Action*)

b. **Case #2223-45:** The Superintendent recommends expulsion of the student through the remainder of the 2022-2023 school year and all of the 2023-2024 school year. (*Final Action*)

5. Human Resources Transactions **(pg. 27-28)**

Adjourn

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made commencing on July 1, 2023, by and between the School Board of Suwannee County, Florida ("SCSB"), and Tammy Cunningham (hereinafter "Contractor.").

WITNESSED:

WHEREAS, SCSB, through RIVEROAK Technical College (RTC), operates schools and educational institutions and is in need of a qualified, experienced Healthcare Clinical and Training 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 commence on July 1, 2023 and end on June 30, 2024, unless terminated sooner as provided herein.

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 l(C) of this Agreement.

6. BILLING

Contractor shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the information, requested by SCSB, and SCSB shall pay each invoice within **thirty (30) days** after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice.

7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose

to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to Contractor.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Contractor, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies.

Level II Background Check – Any vendor providing services under this contract who will (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds, that person shall have a **Level II background check** submitted through the SCSB. Documentation of clearance will be on file in the Department of Human Resources in the SCSB office. **The contractor shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that the successful contractor substituted an unapproved worker for an approved worker, the vendor's contract may be cancelled immediately at the instructions of the SCSB.

9. AUDITS, RECORDS, AND RECORDS RETENTION

SCSB or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to SCSB's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the SCSB and the Contractor in order:

A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the SCSB under this contract.

B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

C. That completion or termination of the contract and at the request of the SCSB, the Contractor will cooperate with the SCSB to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.

D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the SCSB.

E. That persons duly authorized by the SCSB and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

10. INDEMNIFICATION

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

11. DEBARMENT & SUSPENSION

SCSB certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

12. TERMINATION

A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.
B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen

(15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

C. ~~IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by~~ written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:

(i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staff's professional license or certification, in the State of Florida, or

(ii) conduct by Contractor or any of Contractor's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole judgment, be prejudicial to the best interests and welfare of SCSB or its students;

(iii) Breach by Contractor or any Contractor staff of the confidentiality provisions of Section 7 hereof;

D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs l (B), 2, 5, 10, 13, and 15.

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the SCSB for the SCSB'S attorneys' fees, costs, expenses, out-of-pocket disbursements incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, which shall be determined by the court in such litigation by the court alone on a post-trial motion. In the event that a court shall direct the parties to this Agreement to mediation with respect to any issue, the other contracting entity or person shall pay the fees, costs and expenses of the mediator.

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this

Agreement shall be interpreted or construed to mean that the SCSB waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

17. NOTICES

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to SCSB: Ted L. Roush, Superintendent of Schools
Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, FL 32064

Copy to: Mr. Leonard J. Dietzen, III
Rumberger Kirk P.A.
Attorney for Suwannee County School Board
P. O. Box 10507
Tallahassee, FL 32302-2507

Contractor: Tammy Cunningham
21173 68th Street
Live Oak, Florida 32060

18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

19. CAPTIONS

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

20. ASSIGNMENT; BINDING EFFECT.

Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Contractor's rights, duties or obligations under this Agreement without the prior written consent of SCSB, and any assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted

assigns.

21. PUBLIC RECORDS

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

22. RELEASE OF STUDENT RECORDS

By signature, Contractor assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

23. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

24. **E-Verify**. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.

B. Subcontractors

(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.

(iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all

costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 2023.

SUWANNEE COUNTY SCHOOL BOARD

_____ _____
Jerry Taylor, Chairman Date

_____ _____
Ted L. Roush, Superintendent of Schools Date

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

CONTRACTOR

_____ _____
Witness Signature Tammy Cunningham
Contractor

_____ _____
Type or Print Name of Witness Type or Print Name of Contractor

Date _____ Date _____

EXHIBIT A

SERVICES PROVIDED:

1. This agreement shall commence July 1, 2023 and shall terminate June 30, 2024.

2. The Contractor hereby agrees to provide the following services under this agreement:

   a. Prepare and coordinate facility clinical agreements for healthcare programs.
   b. Provide clinical support and instruction for Surgical Technology program.
   c. Coordinate clinical calendars for healthcare programs.
   d. Meet with healthcare advisory committees, program instructors, RTC Director and other interested persons to maintain program accreditation and to prepare and demonstrate forms and procedures required by certifying agencies.

3. RTC hereby agrees to abide by the following considerations under this agreement.

   a. Make available administration, staff and faculty of the RTC for consultation by the Contractor at appointed times for in person meetings or video conferencing.
   b. The RTC Director will maintain communications with the Contractor as to assistance for new programs, course delivery and program development.
   c. Will set up meeting and consultation dates and times between the Contractor and RTC staff and faculty as well as any advisory groups and community clients of the RTC.

CONTRACTOR FEDERAL IDENTIFICATION NUMBER:
INDIVIDUAL SOCIAL SECURITY NUMBER:

IRS Form W-9 on file.

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

Nursing Pipeline Grant

EXHIBIT B

FEE SCHEDULE

RIVEROAK Technical College (RTC) is a postsecondary technical education college under Suwannee County School District and is required to obtain and retain national certification as a postsecondary institution, as well as, for Practical Nursing and Patient Care Technician programs. The primary campus of RTC is at 415 S. W. Pinewood Drive, Live Oak, Florida 32064.

RTC is an instructional service provider to adult and secondary students of Suwannee County Public Schools, Work Force Development Board of Suwannee County, various industries and organizations in the RTC service area. The Contractor will develop curriculum and instructor expertise to provide the requested training for medical programs. The Contractor will provide technical assistance to the Director of RTC, as needed.

RTC desires to engage in consulting services with the Contractor for healthcare related programs. For the services provided by the Contractor, RTC agrees to pay $35.00 per hour.

The Contractor will submit an invoice for each month in which there has been activity at the end of the month which shall include detail per charge.

EXHIBIT C
Public Records Law Requirements
under Chapter 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, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, LORIE NORRIS, RISK MANAGER, AT 386-647-4608, LORIE.NORRIS@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE, SOUTH, LIVE OAK, FL 32064.

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

ATTACHMENT #24-051-A51 (hereinafter referred to as the "Attachment") to CONTRACT #731-24-051 between the School Board of Suwannee County, Florida (hereinafter referred to as "Suwannee"), and the School Board of Putnam County, Florida, on behalf of the North East Florida Educational Consortium (hereinafter together referred to as NEFEC).

This Attachment period shall be from July 11, 2023 to June 30, 2024, unless otherwise amended/extended by mutual agreement.

I. OBLIGATIONS OF NEFEC:

A. Provide professional learning to teachers, instructional coaches, and administrators. The nature of the support will be determined through the collaborative efforts of school staff, district staff, and NEFEC, and may include but not be limited to:

- Data disaggregation;
- Instructional practice support;
- Curriculum alignment;
- Rigor of FSA/B.E.S.T. standards;
- Progress monitoring support;
- Coaching Model; and
- Observations and walkthroughs.

B. Have Level II clearances registered with NEFEC's fiscal agent.

II. OBLIGATIONS OF SUWANNEE:

A. Pay NEFEC $1,000.00 per day for services requiring one NEFEC specialist. Travel is included in this amount. The number of days will not exceed ten (10), for a total not to exceed $10,000.

B. Provide NEFEC full access to the campus and classrooms, as well as student and teacher data, if deemed appropriate.

Page 2
ATTACHMENT #24-051-A51

APPROVED AND RECOMMENDED FOR SIGNING

The School Board of Suwannee County, Florida

_____
by Ted L. Roush, Superintendent

Dated: _____

_____
by Jerry Taylor, Chairperson

Dated: _____

The School Board of Putnam County, Florida

_____
by Richard M. Surrency, Sr., Ed.D., Superintendent

Dated: _____

_____
by Sandra Gilyard, Chairperson

Dated: _____

North East Florida Educational Consortium

_____
by Dr. Patrick Wnek, Executive Director

Dated: _____

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

SUWANNEE COUNTY SCHOOL BOARD

Office of Student Services

1740 Ohio Avenue, South Live Oak, Florida 32064

Physician's Statement

The Suwannee County School Board seeks information from you for the purpose of education planning. The student has been referred by his/her teacher/parent due to difficulties in school. Please complete the sections below to assist us in providing appropriate educational services for this student.

Individuals able to complete this form:

- **A Physician licensed in Florida** in accordance with Chapter 458 or 459, F.S., unless a report of medical examination from a physician licensed in another state is permitted in accordance with paragraph 6A-6.0331(3)(e), F.A.C..
- If completed by a licensed **ARNP or PA**, per state board rule, **the name of a licensed supervising physician must be noted on this form.**

School: _____ **School Contact:** _____

School Address: _____ **Phone:** _____

_____ **Fax #:** _____

Upon completing the form, return to the Fax# above.

Student Name: _____ **Date of Birth:** _____ **Grade:** _____

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

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

3) Date of last physical examination:

4) Date of last hearing screening and results: *(Pass, Fail, Functional)*

5) Date of last vision screening and results: *(Pass, Fail, Functional)*

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

☐ Difficulty Following Directions	☐ Frequent Absences	☐ Limited Alertness/Attention
☐ Disorganized	☐ Heightened Alertness	☐ Limited Concentration
☐ Distractible	☐ Hyperactive	☐ Limited Strength
☐ Easily Frustrated	☐ Hypoactive	☐ Tires Easily
☐ Focus	☐ Impulsive/Excitable	

☐ Limited Ability to Move, Sit, or Manipulate Materials in the Learning Environment.

☐ Other: _____

PHYSICIAN CERTIFICATION *(State of Florida License Information)*

Physician's Name_____ License # _____ Phone# _____

Office Name _____ Address _____

Fax # _____ Email _____

ARNP or PA CERTIFICATION *(State of Florida License Information)*

ARNP/PA's Name_____ License # _____ Phone# _____

Office Name _____ Address _____

Fax # _____ Email _____

Name of Licensed Physician Surpervising of ARNP/PA ***(must be listed)***_____

Exceptional Student Education

Student Services Office



Hospital/Homebound Program

1740 Ohio Avenue South
Live Oak, FL 32064
(386) 647-4630
(386) 208-8687-Fax

SUWANNEE COUNTY SCHOOL BOARD

EXCEPTIONAL STUDENT EDUCATION

Hospital Homebound Request
Parent/Guardian Consent

Definition: A homebound or hospitalized student is a student who has a medically diagnosed physical or psychiatric condition that is acute or catastrophic in nature, a chronic illness, or a repeated intermittent illness due to a persisting medical problem and which confines the student to home or hospital and restricts activities for an extended period of time. *(Rule 6A-6.0320, F.A.C.)*

Purpose: Hospital Homebound services are limited and basic in nature. Our goals are to minimize instructional gaps by providing temporary access to academic curriculum while the student is medically confined and to promote reentry into a traditional school setting.

Instructions: The student listed below is being considered for Hospital Homebound Instructional Services based on a severe medical diagnosis confining the student to the home/hospital. Provide details regarding the medical diagnosis to assist us in making appropriate educational decisions. Return the completed form to SCSD's Student Services Office in the District Office. For questions, contact Student Services at (386)-647-4630.

Section I: Student Information and Release of Information *(to be completed by parent/guardian)*

Student ID #	Student First Name	MI	Last Name	Date of Request

Birth Date	Grade	Current School

Parent/Guardian Name	Parent/Guardian Email Address

Address

City	State	Zip Code	Parent/Guardian Preferred Phone #	Alternate Phone #

RELEASE OF INFORMATION

I hereby authorize the student's physician(s) to release all information concerning diagnoses, treatment plan, medical implications for instruction, and reentry plan to Suwannee County School Board. This communication may be written or verbal. This release will remain in effect until the student has been dismissed/discontinued from Hospital Homebound services.

_____ _____

Parent/Guardian/Student at the Age of Majority Signature *Date*

Section II: Physician Contact Information *(to be completed by parent/guardian)*

Listed below are the rules for the medical professional able to complete the medical statement to be considered for Hospital Homebound Instruction.

- A physician licensed in Florida in accordance with Chapter 458 or 459, F.S.
- An advanced registered nurse practitioner (ARNP) or Physician's Assistant (PA) working for a physician licensed under the authority of Sections 458 or 459, F.S., may sign the medical statement instead of the physician. The name of the licensed physician must be noted on the statement in addition to the signature.
- A report of medical examination from a physical licensed in another state is permitted in accordance with paragraph 6A-6.0331 (3)(e), F.A.C.

Physician/ARNP/PA's Name	Physician/ARNP/PA's Business Name

Address	City	State	Zip Code

Email Address	Phone #	Fax #

Section III: District Physician/ARNP/PA Verification *(to be completed by SCSD's Student Services Office)*

Physician/ARNP/PA's License Number	Physician/ARNP/PA's Licensing State	Physician/ARNP/PA's Area of Practice	ARNP/PA Physician's Name:

_____

Signature of Person Verifying Information (SCSD) & Date

Suwannee County School Board

Hospital Homebound Request

1740 Ohio Avenue South Live Oak, FL 32064
Phone 386-647-4630 or FAX 386-208-8687

Parent or Guardian Section

Student Name_____ **DOB**_____
Last **First** **MI** ***(PLEASE PRINT)***

Address_____
Street **City** **Zip**

Parent/Guardian(s) Name_____

Phone: Home_____ **Cell** _____ **Email**_____

Current School_____ **Grade** _____

Home Room Teacher_____ **Do you have a home computer? Y N**

Last day student was in the classroom on a regular basis _____

Eligibility Policies

1. I understand that eligibility is based on Florida Statutes, State Board Rule 6A-6.03020, and that the physician statement and medical referral forms are part of the information used to determine eligibility;
2. I understand that my child must be enrolled in a public school prior to the submission of the referral for Hospital/Homebound services;
3. I understand that Hospital/Homebound services are for students confined to the home or hospital due to a medical or mental condition, which is acute, catastrophic, or chronic in nature;
4. I understand that my child will be dismissed from the Hospital/Homebound services program and returned to school once my child is no longer eligible for Hospital/Homebound services.

Program Dismissal

Dismissal from the Hospital Homebound Program may occur for the following reasons:

1. The physician recommends the student can attend his/her district assigned school;
2. The student is unable to participate in and benefit from instruction;
3. When Suwannee County School District's Student Services Office does not receive an updated Physician's Certification form by the expiration date, the student will be withdrawn to his/her assigned school.

_____
Parent/Guardian Signature & Date

Suwannee County School Board

Hospital Homebound Request

1740 Ohio Avenue South Live Oak, FL 32064
Phone 386-647-4630 or FAX 386-208-8687

PARENT/GUARDIAN AGREEMENT

If approved, I understand the following:

- ☐ I will provide a quiet, clean, well-ventilated setting for student and teacher in my home;
- ☐ I will ensure that a responsible adult is present;
- ☐ I will establish a schedule for student study between delivered instructional times;
- ☐ I will foster my child's independent work ethic and will assist only as needed;
- ☐ I will provide Hospital/Homebound an updated medical application prior to expiration date;
- ☐ If there is a change in physician, I will provide an additional Hospital/Homebound application, completed by the new physician;
- ☐ I agree to provide the Hospital/Homebound program staff any updated information regarding the physician's treatment plan for my child;
- ☐ I give permission for the physician(s) and appropriate school board personnel to exchange information and records regarding my child's medical condition, diagnosis and instructional program; *Parent/Guardian ( ) initials*
- ☐ I agree to cooperate with the SCSD policies including the Code of Student Conduct and those of the Hospital/Homebound Program, during my child's enrollment in the Hospital/Homebound Program;
- ☐ I am aware that AP courses and some electives courses are not available through the Hospital/Homebound program;
- ☐ Upon withdrawal from the Hospital/Homebound program, I understand that I must enroll my child back in his/her district school;
- ☐ I understand that provision of incomplete information may delay the application and eligibility determination process to the Hospital/Homebound Program.

_____ _____

Parent/Guardian Signature Date

(**NOTE:** *Provision of incomplete information below may delay application process)*

Suwannee County School District

Hospital Homebound Request

1740 Ohio Avenue South Live Oak, FL 32064
Phone 386-647-4630 or FAX 386-208-8687

Medical Information & Certification

(to be completed by the treating physician)

- Information must be printed.
- A Physician licensed in Florida in accordance with Chapter 458 or 459, F.S., unless a report of medical examination from a physical licensed in another state as permitted in accordance with paragraph 6A-6.0331(3)(e), F.A.C., must certify medical information.
- If completed by a licensed ARNP or PA, per state board rule, the name of a licensed supervising physician **must be noted on this form.**

PHYSICIAN CERTIFICATION *(State of Florida License Information)*

Physician's Name _____ License # _____

Office Name _____ Address _____

Phone# _____ Fax # _____ Email _____

ARNP or PA CERTIFICATION *(State of Florida License Information)*

ARNP/PA's Name _____ License # _____

Office Name _____ Address _____

Phone# _____ Fax # _____ Email _____

Name of Licensed Physician Surpervising ARNP/PA _____

MEDICAL CERTIFICATION: The above licensed physician or ARNP/PA must certify the following statements.

Yes	No	
☐	☐	Is the student under medical care for illness or injury which is acute, catastrophic, or chronic in nature?
☐	☐	Is the student not able to attend regular school and be *CONFINED to the home or hospital during the time Hospital Homebound services are expected? *(*In regards to being able to attend school)*
☐	☐	Is the student able to receive instructional services without endangering the health and safety of the instructor or other students with whom the instructor may come in contact?
☐	☐	Is the student expected to be absent from school due to a medical condition for at least fifteen (15) consecutive days? _____ *(# of estimated expected absences)*
☐	☐	Is the student expected to be absent from school due to a chronic medical condition for at least fifteen (15) nonconsecutive days?
☐	☐	Is the student confined to the home or hospital (facility)?

_____ _____ _____

Physician/ARNP/PA Signature *(must be original, stamps are not accepted)* | **Print Name of Physician/ARNP/PA** | **Date**

Suwannee County School Board

Hospital Homebound Request

1740 Ohio Avenue South Live Oak, FL 32064
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PHYSICIAN TREATMENT PLAN

FLORIDA STATE BOARD RULE 6A-6.03020 **REQUIRES *THE FLORIDA LICENSED*** PHYSICIAN(S) or other TO DESCRIBE THE **PLAN OF TREATMENT AND PROVIDE RECOMMENDATIONS FOR SCHOOL RE-ENTRY.**

PLEASE COMPLETE THE FOLLOWING:

1. Please indicate the student's medical diagnosis/ description of the disabling condition and the associated medical implications for instruction. Include an explanation of how the dianosis/disabling condition prohibits the student from attending school.

2. Explain in detail how the physical or psychiatric condition you have diagnosed will significantly limit the child's ability to receive educational benefit in the regular school setting. In what way(s) would the child's ability to function in the school setting be jeopardized?

3. Describe your treatment plan including current therapies/treatments. Include the frequency and duration of the treatment for psychiatric or medical condition.

4. List any medication(s) the child is taking and explain the effects, if any, the medication(s) may have on the child's ability to achieve educational benefit?

5. The Hospital/Homebound Program is designed to be a **temporary** educational program to help children who are unable to attend school for medical or psychiatric reasons. The amount of instruction provided by the Hospital/Homebound Program is **significantly** less than that provided by the regular school setting. Given this, indicate below the date this student will reenter his/her district assigned school:

RE-ENTRY DATE: _____

(**NOTE**: *Provision of incomplete information below may delay application process)*

Physician's Certification: I certify that this student is under my care and treatment for the aforementioned illness. My recommendation has been made on the medical needs of the patient, keeping in mind that the least restrictive setting is mandated by federal law.

This certifies that this treatment plan is medically necessary. Date: _____

(Print) Physician's Name	**Physician's Signature**

(If an ARNP or PA signs above, the name/phone number of the supervising physician is required below.)

Supervising Physician Name	***Supervising Physician Phone***

Suwannee County School Board

Hospital Homebound Request

1740 Ohio Avenue South Live Oak, FL 32064
Phone 386-647-4630 or FAX 386-208-8687

PRINCIPAL or SCHOOL DESIGNEE AGREEMENT SECTION

The Hospital/ Homebound staff forms a partnership with the student's assigned school in order to facilitate and support the delivery of educational services. THE PUBLIC SCHOOL WHERE THE STUDENT IS CURRENTLY ENROLLED WILL:

- Provide assignments, grades and maintain the record of attendance until the student is officially enrolled in the Hospital/Homebound program;
- Provide withdrawal grades and student schedule(s) to the Hospital/Homebound program, upon request;
- Provide applicable textbooks and work for the student;
- Participate as a member of the Individual Education Plan (IEP) Team, as appropriate.

TO BE COMPLETED BY PUBLIC SCHOOL WHERE STUDENT IS CURRENTLY ENROLLED:

Student Name: _____ Student #: _____

Last Day of School Attendance_____ Current ESE Program(s): _____

Student's Schedule *(Core Classes)*

Course # _____ Course Title _____ Current Grade _____ Teacher _____

Course # _____ Course Title _____ Current Grade _____ Teacher _____

Course # _____ Course Title _____ Current Grade _____ Teacher _____

Course # _____ Course Title _____ Current Grade _____ Teacher _____

I am aware that this student is applying for the Hospital/Homebound Program. The following information should be considered in the determination of eligibility for the Hospital/Homebound program.
(Please explain)

_____ _____

Principal or Designee's Signature **Date**

(NOTE: *Provision of incomplete information below may delay application process)*

Suwannee County School Board

Hospital Homebound Request

1740 Ohio Avenue South Live Oak, FL 32064
Phone 386-647-4630 or FAX 386-208-8687

Re-Admittance to School

(to be completed by the treating physician/ARNP/PA)

Today's Date _____

Student Name_____ **DOB**_____
Last **First** **MI** ***(PLEASE PRINT)***

Parent/Guardian Name _____

To be completed by the Physician/ARNP/PA

As of today's date _____, I have treated the above named student has been released and is clear to return to school.

Yes	No	
☐	☐	This student is now free of communicable disease and/or is in stable condition to attend school.
☐	☐	This student must take precautions or limitations for a period of time? If so, please explain:

Additional Information

_____ _____ _____
Physician/ARNP/PA Signature **Print Name of Physician/ARNP/PA** **Date**
(must be original, stamps are not accepted)

SUWANNEE COUNTY SCHOOL DISTRICT

JERRY TAYLOR
DISTRICT 1
NORMAN CRAWFORD
DISTRICT 2
TIM ALCORN
DISTRICT 3

ED DA SILVA
DISTRICT 4
RONALD WHITE
DISTRICT 5
LEONARD DIETZEN, III
BOARD ATTORNEY

1740 Ohio Avenue, South
Live Oak, Florida 32064
Telephone: (386) 647-4600 • Fax: (386) 364-2635

TED L. ROUSH
Superintendent of Schools

MEMORANDUM

TO: Ted L. Roush, Superintendent of Schools

FROM: William Brothers, Director of Human Resources

DATE: June 28, 2023

RE: Human Resources Transactions for the July 11, 2023, Special Meeting

RECOMMENDATION:

Pursuant to Section 1012.27 (1A) (1B), *Florida Statutes*, the Superintendent hereby submits the following written personnel recommendations.

SUWANNEE COUNTY SCHOOL BOARD
Human Resource Transactions
July 11, 2023
Special Meeting

TO: District School Board of Suwannee County

FROM: Ted L. Roush
Ted L. Roush, Superintendent of Schools

Pursuant to Section 1012.27 (1A) (1B), Florida Statutes, I hereby submit the following written personnel recommendations.

RECOMMENDATIONS: SUMMER TERM 2022-2023:

MISCELLANEOUS:

District Wide:
Approval for the following to work in the Hospital Homebound Program, District Wide:

Amy Allen
Frank Allen
Jazmin Marrero Guerra
Holly McMillan
Debra Singletary
Martha Southerland

Approval for Food Service workers to work 3 additional days for transitioning to Sodexo

Approval to extend the Driver's Education Program at Branford High School from June 30, 2023 through July 20, 2023 due to increased enrollment

End of Summer Term List
2022-2023
School Year