SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
March 8, 2022

AGENDA

9:00 a.m. Call to Order/Welcome/Pledge ..... Jerry Taylor, Chairman

9:02 a.m. Assistant Superintendent of ..... Malcolm Hines
Administration Department Update
- Policy Updates **(pgs. 2-51)**
- RFP for Food Service Management Company

10:15 a.m. Assistant Superintendent of ..... Janene Fitzpatrick
Instruction Department Update

10:45 a.m. Curriculum and Instruction Department Update ..... Jennifer Barrs
- Math Adoption
- Data Sharing Agreements

11:00 a.m. School Safety and Other Administrative..... Ronnie Gray
Services Department Update
- 2022-2023 Minority Teacher Recruitment Plan **(pgs. 52-54)**

11:15 a.m. Student Services Department Update ..... Kelly Waters
(pgs. 55-67)

11:30 a.m. Superintendent Update..... Ted Roush

12:00 p.m. Adjourn

RESPECT AND CIVILITY IN SCHOOLS AND DISTRICT OFFICES 2.18

I. The School Board is committed to maintaining orderly educational and administrative processes in keeping schools and administrative offices free from disruptions and preventing unauthorized persons from entering school/District grounds. Staff will take the necessary actions to protect students' and other employees' personal safety and positive work environment.

The School Board believes that a staff member should be able to work in an environment free of threatening speech or actions. This policy promotes mutual respect, civility and orderly conduct among district employees, parents, and the public. This policy is not intended to deprive any person of his/her right to freedom of expression, but only to maintain, to the extent possible and reasonable, a safe, harassment-free workplace for staff members.

Any individual who disrupts or threatens to disrupt school/office operations; threatens the health and safety of students or staff, willfully causes property damage; uses loud and/or offensive language which could provoke a violent reaction; or who has otherwise established a continued pattern of unauthorized entry on School District property, will be directed to leave school or School District property promptly by the site administrator or designee, or shall be escorted from the property with the assistance of other staff or a law enforcement officer.

Pursuant to this policy, when an individual is directed to leave, the site administrator or designee shall inform the person that he/she may be subject to prosecution under Florida law. If an individual refuses to leave upon request or returns before the applicable period of time, the site administrator or designee may notify law enforcement officials. An incident report should be completed for the situations and submitted to the Superintendent.

When violence is directed against an employee, or theft against property, employees shall promptly report the incident to their principal or supervisor and complete an incident report. Employees and supervisors should complete an incident report and report to law enforcement, any attack, assault, or threat made against them on school/District premises or at school/District sponsored activities.

II. **Expected Level of Behavior**

A. Board employees will treat parents and other members of the public with courtesy and respect.

B. Parents and other visitors to schools and District facilities will treat teachers, school administrators, other school staff, and Board employees with courtesy and respect.

C. Board employees will treat each other with courtesy and respect.

III. **Unacceptable/Disruptive behavior includes, but is not necessarily limited to:**

A. Exhibiting behavior which interferes with or threatens to interfere with the operation of a classroom or school related on-campus or off-campus activity, an employee's office or office area, and all areas of a school or facility.

B. Using loud and/or offensive or demeaning language, swearing, cursing, profanity, or disruptive display of temper.

C. Threatening to do bodily or physical harm to a parent/guardian, or members of the general public, or to a teacher, school administrator, school employee, or student regardless of whether or not the behavior constitutes or may constitute a criminal violation.

D. Damaging or destroying school or Board property.

E. Any other behavior which disrupts the orderly operation of school, school classroom, or any other Board facility.

F. Abusive, threatening, demeaning, or obscene mail, e-mail, or voice mail messages.

IV. **Parent Recourse**

Any parent who believes s/he was subject to unacceptable/disruptive behavior on the part of a staff member should bring such behavior to the attention of their immediate supervisor, appropriate executive director, and/or the District's Professional Standards Investigator.

V. **Authority of School Personnel**

A. School personnel have the authority to direct persons to leave school or Board premises if the individual:

1. disrupts or threatens to disrupt school or District operations;

2. threatens to or attempts to do or does physical harm to Board personnel, students, or others lawfully on a school or Board premises;

3. threatens the health or safety of students, Board personnel, or others lawfully on a school or Board premises;

4. intentionally causes damage to school, Board property, or property of others lawfully on a school campus or Board premises;

5. uses loud or offensive language; and/or

6. is without authorization to come on a school or other Board facility may be directed to leave the school or Board premises by a school's principal or assistant principal, or in their absence a person who is lawfully in charge of the school; any District level administrator including the Superintendent, an executive director, a director; the District's Safety Specialist, a facility security officer, or the District staff person in charge of a meeting or function where uncivil behavior occurs.

If the person refuses to leave the premises as directed, the administrator or other authorized personnel shall seek the assistance of law enforcement and request that law enforcement take such action deemed necessary. If the offender threatens personal harm the employee may contact law enforcement.

B. Authority to Deal with Persons who are Verbally Abusive

1. If any member of the public uses obscenities or speaks in a demanding, loud, insulting, and/or demeaning manner, the employee to whom the remarks are directed shall calmly and politely request the speaker to communicate civilly.

2. If the verbal abuse continues, the employee to whom the remarks are directed may, after giving appropriate notice to the speaker, terminate the meeting, conference, or telephone conversation. If the meeting or conference is in a school or on School Board premises, any employee may request an administrator or other authorized personnel to direct the speaker to promptly leave the premises.

3. If the person refuses to leave the premises as directed, the administrator or other authorized personnel shall seek the assistance of law enforcement and request that law enforcement take such action as is deemed necessary. If the employee is threatened with personal harm, the employee may contact law enforcement.

C. Abusive, Threatening, or Obscene Mail, E-Mail, or Voice Mail Messages

1. If any District employee receives mail, e-mail, or a voice message which is abusive, threatening, or obscene, the employee is not obligated to respond to the mail, e-mail, or return the telephone call. The employee may save the message and contact their supervisor or the District Safety Specialist.

2. If the message threatens the employee with personal harm, the employee may contact law enforcement.

STATUTORY AUTHORITY: **1001.41, 1001.43 F.S.**

LAW(S) IMPLEMENTED: **Fla. Const. Art. IX, Section 4; 1006.145 F.S., 20 U.S.C. 1681 et seq., 29 U.S.C. 621 et seq., 29 U.S.C. 749 et seq., 42 U.S.C. 12101 et seq., 42 U.S.C. 2000e et seq. Civil Rights Act, 41 U.S.C. 1983**

HISTORY: ADOPTED: _____ **REVISION DATE(S):** _____

RECORDING OF PARENT-STAFF MEETINGS 3.21

I. For purposes of this policy, a recording is defined as the capture of a person's individual voice or images (i.e. pictures/video) through audio tape, digital, personal communication devices (i.e. smart phones) or other electronic means.

II. The requirements of this policy shall not be interpreted to be in conflict with the requirements of Policy 5.25 – Student Use of Cellular Telephones and Other Communication Devices. Nor shall the requirements of this policy be interpreted to extend to school-sponsored public events, where there can be no expectation of privacy. A school-sponsored public event is any school-related activity, whether free or at which an admission fee is charged, that members of the public may attend. These include but are not limited to athletic competition, plays, musical performances, awards ceremonies, and graduation.

III. In general, the recording of parent-staff meetings is prohibited. Video recording of parent-staff meetings is strictly prohibited. Audio recording of parent-staff meetings is prohibited except as provided below.

IV. The principal or a District administrator may permit an exception to this general prohibition for audio recording of parent-staff meetings related to Exceptional Student Education services (including child find, evaluation, eligibility determination, or provision of ESE services) where a parent has documented that such audio recording is necessary for that parent to meaningfully participate in the meeting; to understand the IEP process and/or his/her child's IEP; or is otherwise necessary to implement other parental rights under the IDEA, Section 504 of the Rehabilitation Act of 1973, as amended, and/or the Americans with Disabilities Act, as amended. Authorized exceptions to the general prohibition against the audio recording of a parent-staff meeting will typically involve situations when a parent has a disability recognized under Section 504/ADA or a language barrier that would preclude the individual's ability to understand and/or meaningfully participate in the IEP process or the relevant planning of the student's education.

A. If a parent believes that recording a parent-staff meeting related to Exceptional Student Education services is necessary, she/he should notify the principal in writing, preferably at least two (2) school days before the meeting, of his/her desire to record the meeting and the reason the recording is required. The principal, Director of Exceptional Student Support Services or designee may ask for documentation of the existence of any such disability or language barrier. The principal, Director of Exceptional

USE OF SOCIAL MEDIA 6.43

The Board recognizes the importance of incorporating current technology tools, including new methods of electronic communication, into the classroom to enhance student learning. It further recognizes the importance of employees, students, and parents engaging, learning, collaborating, and sharing in digital environments as part of 21st Century learning. The Board strives to ensure that electronic communication tools incorporated into the school curriculum are used responsibly and safely. Federal law mandates that the District provide for the education of students regarding appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms, and regarding cyberbullying awareness and response. See School Board Policy (5.24) Technology Acceptable-Use Policy for Students.

The Superintendent is charged with designating the District-approved social media platforms/sites, which will be listed on the District's website.

The Board understands that employees may engage in the use of social media during their personal time. The District neither encourages nor discourages employees' use of social media for personal purposes. School employees who use social media for personal purposes must be mindful that they are responsible for their public conduct even when not acting in their capacities as school district employees. The District regulates employees' use of social media for purposes related to their District assignment to the same extent as it regulates any other form of employee communication. All school employees must comply with Board Policy when communicating with individual students through electronic means, such as through voice, email, or text-messaging.

The Board is committed to ensuring that all stakeholders who utilize social media technology for professional purposes, including staff and students, do so in a safe and responsible manner.

I. Definitions

A. Social Media. Social media is any form of online publication or presence that allows interactive communication, including, but not limited to, social networks, blogs, Internet websites, Internet forums, and wikis. Examples of social media include, but are not limited to, Snapchat, Instagram, Facebook, Twitter, Instagram, YouTube, Google+, and Flickr.

B. Professional Social Media. Professional social media is a work-related or professional social media activity where the employee identifies their profession, work responsibilities, and could include the use of district

names/logos/brand. This includes platforms such as LinkedIn. As this form of social media is maintained personally, it follows the same rules as Personal Social Media.

C. Personal Social Media. Personal social media use is a non-work-related social media activity. Personal social media activity is as a private citizen and cannot reference employment with the District in any manner.

D. District Social Media Platform. District Social Media is any social media page, feed, or entry formally maintained by the District, school, department, or class for official purposes. It includes sites and/or services such as Facebook; Twitter; Snapchat; Instagram; YouTube; and similar applications.

II. District Social Media Use

The District uses approved social media platforms/sites as interactive forms of communication and accepts public comments. The District-approved social media platforms/sites are considered limited public forums. As such, the District will monitor posted comments to verify they are on-topic, consistent with the posted rules for use of the forum, and in compliance with the platform/site's applicable terms of service. The District's review of posted comments will be conducted in a viewpoint neutral manner, and consistent with State and Federal law. Employees' personal posts on the public platforms/sites are limited/restricted to matters of general public interest that are not related to the employee's specific employment and wholly unrelated to the employee's job responsibilities (i.e., matters where it is clear the individual is posting not in an official capacity, but simply as a member of the public).

A. Communication on a district social media space should be handled in the same manner as communication in a classroom and/or workplace. The same standards expected in FCPS professional settings are expected on professional social media sites.

B. All such communication must be consistent with the educational objectives of the District and cannot be used for personal or non-District purposes.

C. Employees shall exercise caution, sound judgment, and common sense when using professional social media sites.

D. No personally identifiable student information may be posted by employees on social media sites (including but not limited to district,

professional, and personal social media accounts) without permission from the parent/guardian.

E. The Board reserves the right to direct the removal of postings and/or disable a page, of professional social media sites that do not adhere to the law or do not reasonably align with the goals of the District without prior notice to the poster.

F. The District's social media sites may not be used for commercial, religious, political, or for-profit activities and/or communication. The District's social media entries and communications are prohibited from including links to third-party sites with a commercial, political, and/or religious purpose. Links to sites selling products; advertising goods and/or services; and/or containing language, images and/or materials that are in violation of District policy are strictly prohibited.

G. A post, or comment, that contains vulgar, profane, or racists words; is discriminatory, harassing, threatening; is a violation of privacy; or is a violation of this Policy will be deleted in its entirety without notice to the poster/commenter.

H. Each District-approved social media account/site must contain a statement that specifies its purpose(s) and limits those who access the social media account/site to use of the account/site only for that/those purpose(s), and in accordance with any specified procedures and applicable terms of service. Users are personally responsible for the content of their posts.

III. Social Media for Instructional and School-Sponsored Activities

Staff (including District-approved volunteers) may, with prior approval/authorization from the Principal, use social media platforms/sites for classroom instruction or school-sponsored activities. When a staff member uses a District-approved social media platform/site for an educational purpose, it will be considered an educational activity and will not be considered a limited public forum. Students' use of District-approved social media platforms/sites must be consistent with the Student Code of Conduct, Electronic Systems Responsible Use Policy, the instructor's directions/procedures, and the platform/site's applicable terms of service. Students are prohibited from posting or releasing personally identifiable information about students, employees, and volunteers through District-approved social media, without appropriate consent.

In order to maintain a professional and appropriate relationship with students, employees shall not communicate with students who are currently enrolled in schools on personal social media sites. School employees' communication with current students via personal social media is subject to the following exceptions:

A. communication with relatives or friends and

B. if an emergency situation requires such communication, in which case the employee should notify his/her supervisor of the contact as soon as possible. Employees shall not knowingly allow students access to their personal social media sites that discuss or portray sex, nudity, alcohol, or drug use or other behaviors associated with the employees' private lives that would be inappropriate to discuss with a student at school.

IV. Expected Standards of Conduct on District-Approved Social Media

A. Employees and District-approved volunteers who access District-approved social media platforms are expected to conduct themselves in a respectful, courteous, and professional manner. Students, parents, and members of the general public who access District-approved social media platforms are similarly expected to conduct themselves in a respectful, courteous, and civil manner.

B. District-approved social media sites shall not contain content that is obscene; is vulgar and lewd such that it undermines the school's basic educational mission; is libelous or defamatory; constitutes hate speech; promotes illegal drug use; is aimed at inciting an individual to engage in unlawful acts or to cause a substantial disruption or material interference with District operations; or interferes with the rights of others. The District may exercise editorial control over the style and content of student speech on District-approved social media, if reasonably related to legitimate pedagogical concerns. Staff or students who post prohibited content shall be subject to appropriate disciplinary action.

C. The District is committed to protecting the privacy rights of students, parents/guardians, staff, volunteers, Board members, and other individuals on District-approved social media sites. District employees and volunteers are prohibited from posting or releasing confidential information about students, employees, volunteers, or District operations through social media, without appropriate consent (i.e., express written consent from the parent of a student, the affected employee or volunteer, or the Superintendent concerning District operations).

D. Employees shall not use the district's logo or other copyrighted material of the system on a personal social media site without express, written consent from the District.

V. Retention of Public/Student Records

District communications that occur through the use of District-approved social media platforms/sites – including staff members'/volunteers' use of social media with school-sponsored activities, and comments, replies, and messages received from the general public – may constitute public records or student records, and all such communications will be maintained (i.e., electronically archived) in accordance with the Board's adopted record retention schedule and all applicable State statutes.

Staff members and District-approved volunteers cannot rely on social networking platforms (e.g., Facebook, Twitter, etc.) to sufficiently fulfill potential records retention requirements because these platforms, in general, do not guarantee retention and are unlikely to assist in the production of third-party comments and communications that have been edited, deleted, or are otherwise no longer available. Consequently, District employees and volunteers who use such social media accounts for professional communications must operate them in accordance with the general archiving practices and technology instituted by the District so records remain within the District's control and are appropriately retained.

VI. Any postings, on district, professional or personal social media sites, of the following nature are prohibited:

A. Create a harassing, demeaning, or hostile working environment for any employee.

B. Disrupts the smooth and orderly flow of work, or the delivery of services to the staff or students.

C. Harm the goodwill and reputation of staff, students or the community at large.

D. Erode the public's confidence in the district.

E. Involve any kind of criminal activity or harms the rights of others, may result in criminal prosecution or civil liability to those harmed, or both.

VII. Consequences

The District may monitor online activities of employees who access the Internet using school technological resources. Additionally, the Superintendent or designee may periodically conduct public Internet searches to determine if an employee has engaged in conduct that violates this policy. Any employee who has been found by the Superintendent to have violated this policy may be subject to disciplinary action, up to and including dismissal.

VIII. Social Media Use Agreement

The Superintendent will ensure that staff receives a copy of this policy annually and that Use of Social Media is included in the Electronic Systems Responsible Use Agreement.

STATUTORY AUTHORITY: **Chapter 119, 1001.41, 1001.42, 1001.43 F.S.**

LAW(S) IMPLEMENTED: **1002.221, F.S.**
6A-10.08 F.A.C.
20 U.S.C. 1232g 34 C.F.R. Part 99
Protecting Children in the 21st Century Act, Pub. L. No. 110-385, Title II, Stat. 4096
(Children's Internet Protection Act (CIPA), Pub. L. No. 106-554 (2001)

HISTORY:

ADOPTED: _____
REVISION DATE(S): _____

HOMELESS STUDENTS **5.021**

POLICY:

Homeless children who live within the county shall be admitted to school in the District, shall have access to free public education including preschool, shall be given the opportunity to meet local and state academic achievement standards, and shall be included in state and District assessments and accountability systems.

I. Definitions

A. Homeless Child
One who lacks a fixed, regular and adequate nighttime residence and includes children and youth who:

1. Are sharing the housing of other persons due to loss of housing, economic hardship or a similar reason;

2. Are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations;

3. Are living in emergency or transitional shelters, or FEMA trailer;

~~3.~~4. Are abandoned in hospitals or not in the physical custody of a parent or legal guardian;~~or awaiting foster care placement;~~

~~4.~~5. Have a primary nighttime residence that is:

a. A supervised shelter designed to provide temporary living accommodations;
b. An institution providing temporary residence for persons who are to be institutionalized; or

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c. A public or private place not designed or normally used as a regular sleeping accommodation for human beings;

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5. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; or

6. Are migratory children who qualify as homeless because the children are living in circumstances described in I.A.1. through I.A.5.

B. Unaccompanied Youth - A youth is a person up to the age of 21. The term unaccompanied homeless youth includes a child or youth not in the physical custody of a parent or guardian.

C. Certified Homeless Youth – A minor, homeless child or youth, including an unaccompanied youth, who has been certified as homeless or unaccompanied by a school district homeless liaison, the director of an emergency shelter program funded by the U. S. Department of Housing and Urban Development or designee, or the director of a runaway or homeless youth basic center or transitional living program funded by the U. S. Department of Health and Human Services or designee, a licensed clinical social worker, or a circuit court.

D. School of Origin - The school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled.

E. Enroll and Enrollment - Attending classes and participating fully in school activities.

F. Immediate – Without delay.

G. Parent – Parent or guardian of a student.

H. Liasion – The staff person designated by the District as the person responsible for carrying out the duties assigned to the liasion by the McKinney-Vento Homeless Assistance Act.

I. Designated receiving school - Includes the next level school, elementary from prekindergarten, middle from elementary, high from middle, that a homeless child or youth, whose homelessness continues into the next school year, may attend when that next level school is the district designated school for those students in the homeless student's school of origin.

J. Eligible School - The school of origin, the school zoned for the address where the student is temporarily residing, or another school which students residing in that attendance zone are eligible to attend [s.722(g)(3)(A)]

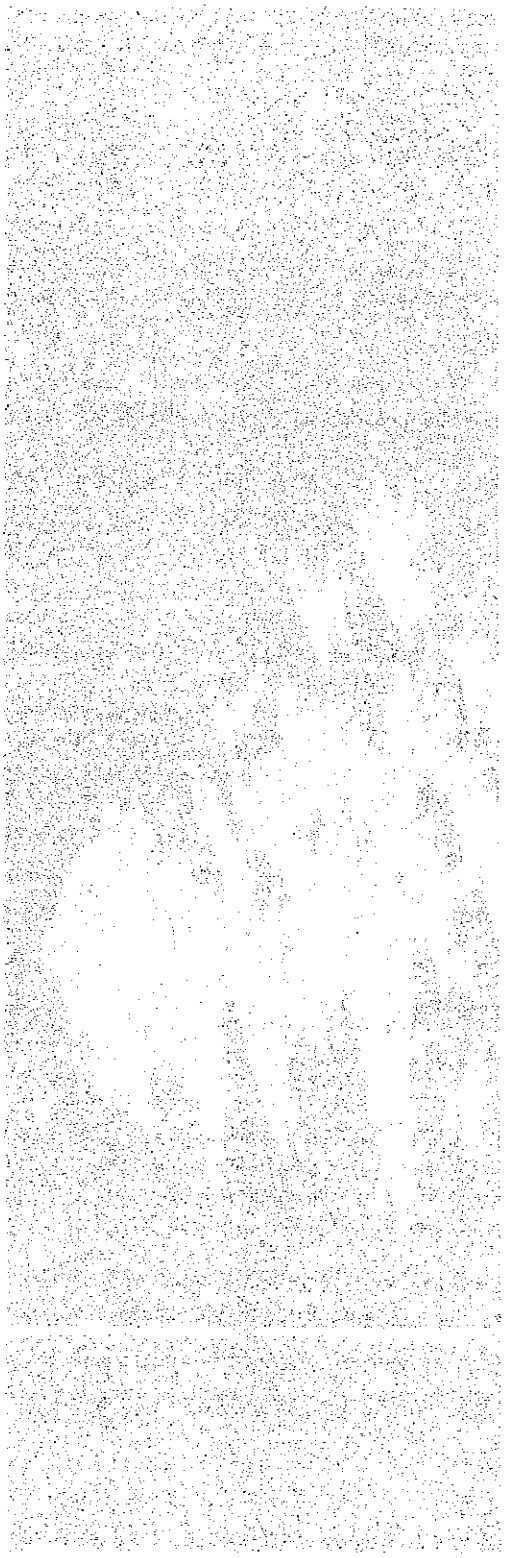
II. The District shall identify a liaison to carry out the duties described in the McKinney-Vento Homeless Assistance Act.

III. The District shall identify homeless students as defined by federal and state law. If the District liaison for homeless children and youth determines that the minor is an unaccompanied homeless youth, the liaison shall issue to the youth a certificate documenting his/her status as required by law.

IV. The District shall seek to remove barriers to the identification, enrollment and retention of homeless children and youth. Uniform or

dress code requirements, outstanding fees, fines, or absences shall not be barriers to enrollment or participation

V. The District shall ensure the immediate enrollment of homeless students, even if the child or youth missed an application or enrollment deadline during any period of homelessness.



A. The District shall assist homeless children to provide documentation to meet state and local requirements for entry into school.

B. A homeless child shall be given a thirty (30) school day exemption to provide proof of age, certification of a school-entry healthy examination, proof of immunization, and other documentation required for enrollment.

VI. Each homeless student shall be provided the services that are available for all other students including transportation, school nutrition programs, before and after school programs, academic and extracurricular activities, and education services for which the child meets the eligibility criteria such as exceptional education, gifted education, vocational and technical programs, preschool programs.

VII. If requested by a child's or youth's parent or guardian, a homeless child or youth may enroll in any public school that non-homeless students who live in the attendance area in which the child or youth is actually living are eligible to attend.

VIII. The enrolling school shall immediately contact the school last attended by the child or youth to obtain relevant academic and other records.

IX. Appropriate credit for full or partial coursework satisfactorily completed by homeless children and youth while attending a prior school shall be awarded.

X. Unaccompanied homeless high school youth will receive counseling to prepare and improve their readiness for postsecondary education.

XI. If the child or youth needs to obtain immunizations or immunization records, the enrolling school shall immediately refer the parent or guardian of the child or the youth to the homeless liaison who will assist in obtaining necessary immunizations or records.



XII. Any record ordinarily kept by the school, including immunization or medical records, academic records, birth certificates, guardianship records, and evaluations for special services or programs, regarding each homeless child or youth shall be maintained so that the records are available, in a timely fashion, when the child or youth enters a new school or school district. These records shall be treated as student records and held confidential in a manner consistent with section 444 of the General Education Provision Act (20 U.S.C. 1232g) and shall not be deemed to be directory information.

XIII. Keeping the child or youth in the school of origin is presumed to be in the child's or youth's best interest, except when doing so is contrary to the request of the child's or youth's parent or guardian, or (in the case of an unaccompanied youth) the youth when considering placement in a school other than the child's or youth's school of origin, the district will consider student-centered factors to determine a placement that is in the student's best interest.

XIV. When the district determines that a placement other than the school of origin is in the best interest, the district will provide the parent, guardian, or unaccompanied homeless youth with a written explanation in a manner and form understandable to the parent,

guardian, or unaccompanied youth, and information on the right to appeal the placement determination.

XV. During a school selection dispute, the child or youth will either remain enrolled in the student's school of origin or shall be immediately enrolled in the eligible school in which enrollment is sought, either the school zoned for the address where the student is residing or another school which students residing in that attendance zone are eligible to attend, pending final resolution of the dispute including all available appeals the parent or guardian of the child or youth or, in the case of an unaccompanied youth, the youth shall be provided with a written explanation of any decisions related to school selection or enrollment made by the school or the district, including the rights of the parent,



guardian, or unaccompanied youth to appeal such decisions and the parent, guardian, or unaccompanied youth shall be referred to the district's designated homeless liaison to carry out the dispute resolution process as expeditiously as possible.

XVI. If requested by the parent of a homeless child or by the liaison on behalf of an unaccompanied youth, the District shall be responsible for providing transportation to and from the school of origin throughout the duration of homelessness. The District shall share the responsibility of transportation if a homeless student begins living in another district in a homeless status and continues to attend the school of origin.

XVII. A homeless student who becomes permanently housed during the academic year, may remain at their school of origin for the remainder of the academic year and continue to receive all McKinney-Vento Act benefits.

XVIII. Homeless students shall not be stigmatized, segregated, or separated in any education program on the basis of their homeless status.

XIX. The District shall coordinate district programs and collaborate with other school districts, community service providers and organizations, including:

A. Local social services and other community agencies to provide support to homeless students and their families,
B. Other school districts regarding homeless student-related transportation, transfer of school records, and other inter-district activities, as needed,
C. housing authorities, and
D. ESE.

XIV. The District shall follow the requirements of the McKinney-Vento Homeless Assistance Act and Florida Statutes.

STATUTORY AUTHORITY: 1001.41, 1001.42, 1003.21, F.S.

LAW(S) IMPLEMENTED: 382.002, 722(g), 743.067, 1000.21, 1001.43, 1003.01, 1003.21, 1003.22, F.S.
Mckinney-Vento Homeless Assistance Act, P.L.100-77
Every Student Succeeds Act of 2015. PL 114-95 20 USC 6311(g)(1)(F)

HISTORY: ADOPTED: 10/28/08
REVISION DATE(S): 7/2009, 5/25/2010, 7/23/13, 1/27/2015, 6/26/2018, 10/27/2020
FORMERLY: Homeless Education

USE OF TIME OUT, SECLUSION AND PHYSICAL RESTRAINT FOR STUDENTS WITH DISABILITIES 5.121*+

I. The District shall implement behavioral management interventions for disruptive students to prevent and reduce significant disruptive behavior and to provide for the physical safety and security of students and staff when students pose a threat to themselves and/or others. The focus shall be on the use of the least restrictive but effective intervention(s) for each student.

II. Time Out

Time out is a procedure in which access to reinforcement is removed or reduced for a designated time.

A. *Non-exclusion time out* is the least restrictive form of time out. The student is allowed to observe the classroom activity but not participate.

B. *Exclusion time out* excludes the student from participation in and observation of classroom activities. The student remains in the classroom but cannot observe or participate in ongoing activities.

III. Seclusion

Seclusion or isolation removes the student from the classroom for a predetermined period of time. The student is placed in a non-stimulating room away from the classroom. The student must be observed continuously by trained personnel.

IV. Physical Restraint

A. *Manual physical restraint* is the use of physical restraint techniques that involve physical force to restrict free movement of all or part of a student's body. It is a method to prevent a student from harming himself/herself or others.

B. Physical restraint should only be used in an emergency situation when an immediate and significant threat to the student or others exists.

C. Physical restraint may only be implemented by trained, qualified school personnel.

D. Techniques or devices such as straightjackets, zip ties, handcuffs, or tie downs may not be used in ways that may obstruct or restrict breathing or blood flow or that place a student in a facedown position with the student's hands restrained behind the student's back. Restraint techniques may not be used to inflict pain to induce compliance.

V. Documentation and Reporting

All instances of time out, seclusion and restraint shall be documented and reported as required.

VI. Notice, Monitoring and Analysis

A. At the beginning of each school year, the district shall post its policies and procedures on positive behavior interventions and supports as adopted by the school district.

B. The use of manual physical restraint or seclusion shall be monitored at the classroom, school and District levels.

C. The use of the behavior interventions, the appropriateness of use and the effectiveness of the interventions shall be analyzed.

VII. Prohibitions

School personnel shall not

A. Use a mechanical restraint or a manual physical restraint that restricts a student's breathing or

B. Close, lock or physically block a student in a room that is unlit or that does not meet the rules of the State Fire Marshall for a seclusion time out room.

VIII. Training

A. The District shall provide initial training for designated personnel in the use of time out, seclusion and physical restraint.

B. Refresher training shall be conducted annually.

C. Personnel who have been trained in manual restraint techniques in positions outside of the School District shall receive training in District methods.

IX. Procedures

The Superintendent shall develop procedures to implement this policy and related statutes. Procedures shall include but not be limited to the following:

A. Incident reporting;

B. Data collection;

C. Monitoring and analysis;

D. Plan for reducing the use of restraint and seclusion;

E. Identification of staff to be trained; and

F. Training components.

STATUTORY AUTHORITY: **1001.41, 1001.42, F.S.**

LAW(S) IMPLEMENTED: **1001.43, 1003.32, 1003.573, 1006.07, 1006.11, 1012.75, F.S.**

STATE BOARD OF EDUCATION RULE(S) **6A-6.03312**

HISTORY:

ADOPTED: _____
REVISION DATE(S):

_____
FORMERLY: NEW

USE OF SOCIAL MEDIA 6.43

The Board recognizes the importance of incorporating current technology tools, including new methods of electronic communication, into the classroom to enhance student learning. It further recognizes the importance of employees, students, and parents engaging, learning, collaborating, and sharing in digital environments as part of 21st Century learning. The Board strives to ensure that electronic communication tools incorporated into the school curriculum are used responsibly and safely. Federal law mandates that the District provide for the education of students regarding appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms, and regarding cyberbullying awareness and response. See School Board Policy (5.24) Technology Acceptable-Use Policy for Students.

The Superintendent is charged with designating the District-approved social media platforms/sites, which will be listed on the District's website.

The Board understands that employees may engage in the use of social media during their personal time. The District neither encourages nor discourages employees' use of social media for personal purposes. School employees who use social media for personal purposes must be mindful that they are responsible for their public conduct even when not acting in their capacities as school district employees. The District regulates employees' use of social media for purposes related to their District assignment to the same extent as it regulates any other form of employee communication. All school employees must comply with Board Policy when communicating with individual students through electronic means, such as through voice, email, or text-messaging.

The Board is committed to ensuring that all stakeholders who utilize social media technology for professional purposes, including staff and students, do so in a safe and responsible manner.

I. Definitions

A. Social Media. Social media is any form of online publication or presence that allows interactive communication, including, but not limited to, social networks, blogs, Internet websites, Internet forums, and wikis. Examples of social media include, but are not limited to, Snapchat, Instagram, Facebook, Twitter, Instagram, YouTube, Google+, and Flickr.

B. Professional Social Media. Professional social media is a work-related or professional social media activity where the employee identifies their profession, work responsibilities, and could include the use of district

names/logos/brand. This includes platforms such as LinkedIn. As this form of social media is maintained personally, it follows the same rules as Personal Social Media.

C. Personal Social Media. Personal social media use is a non-work-related social media activity. Personal social media activity is as a private citizen and cannot reference employment with the District in any manner.

D. District Social Media Platform. District Social Media is any social media page, feed, or entry formally maintained by the District, school, department, or class for official purposes. It includes sites and/or services such as Facebook; Twitter; Snapchat; Instagram; YouTube; and similar applications.

II. District Social Media Use

The District uses approved social media platforms/sites as interactive forms of communication and accepts public comments. The District-approved social media platforms/sites are considered limited public forums. As such, the District will monitor posted comments to verify they are on-topic, consistent with the posted rules for use of the forum, and in compliance with the platform/site's applicable terms of service. The District's review of posted comments will be conducted in a viewpoint neutral manner, and consistent with State and Federal law. Employees' personal posts on the public platforms/sites are limited/restricted to matters of general public interest that are not related to the employee's specific employment and wholly unrelated to the employee's job responsibilities (i.e., matters where it is clear the individual is posting not in an official capacity, but simply as a member of the public).

A. Communication on a district social media space should be handled in the same manner as communication in a classroom and/or workplace. The same standards expected in FCPS professional settings are expected on professional social media sites.

B. All such communication must be consistent with the educational objectives of the District and cannot be used for personal or non-District purposes.

C. Employees shall exercise caution, sound judgment, and common sense when using professional social media sites.

D. No personally identifiable student information may be posted by employees on social media sites (including but not limited to district,

professional, and personal social media accounts) without permission from the parent/guardian.

E. The Board reserves the right to direct the removal of postings and/or disable a page, of professional social media sites that do not adhere to the law or do not reasonably align with the goals of the District without prior notice to the poster.

F. The District's social media sites may not be used for commercial, religious, political, or for-profit activities and/or communication. The District's social media entries and communications are prohibited from including links to third-party sites with a commercial, political, and/or religious purpose. Links to sites selling products; advertising goods and/or services; and/or containing language, images and/or materials that are in violation of District policy are strictly prohibited.

G. A post, or comment, that contains vulgar, profane, or racists words; is discriminatory, harassing, threatening; is a violation of privacy; or is a violation of this Policy will be deleted in its entirety without notice to the poster/commenter.

H. Each District-approved social media account/site must contain a statement that specifies its purpose(s) and limits those who access the social media account/site to use of the account/site only for that/those purpose(s), and in accordance with any specified procedures and applicable terms of service. Users are personally responsible for the content of their posts.

III. Social Media for Instructional and School-Sponsored Activities

Staff (including District-approved volunteers) may, with prior approval/authorization from the Principal, use social media platforms/sites for classroom instruction or school-sponsored activities. When a staff member uses a District-approved social media platform/site for an educational purpose, it will be considered an educational activity and will not be considered a limited public forum. Students' use of District-approved social media platforms/sites must be consistent with the Student Code of Conduct, Electronic Systems Responsible Use Policy, the instructor's directions/procedures, and the platform/site's applicable terms of service. Students are prohibited from posting or releasing personally identifiable information about students, employees, and volunteers through District-approved social media, without appropriate consent.

In order to maintain a professional and appropriate relationship with students, employees shall not communicate with students who are currently enrolled in schools on personal social media sites. School employees' communication with current students via personal social media is subject to the following exceptions:

A. communication with relatives or friends and

B. if an emergency situation requires such communication, in which case the employee should notify his/her supervisor of the contact as soon as possible. Employees shall not knowingly allow students access to their personal social media sites that discuss or portray sex, nudity, alcohol, or drug use or other behaviors associated with the employees' private lives that would be inappropriate to discuss with a student at school.

IV. Expected Standards of Conduct on District-Approved Social Media

A. Employees and District-approved volunteers who access District-approved social media platforms are expected to conduct themselves in a respectful, courteous, and professional manner. Students, parents, and members of the general public who access District-approved social media platforms are similarly expected to conduct themselves in a respectful, courteous, and civil manner.

B. District-approved social media sites shall not contain content that is obscene; is vulgar and lewd such that it undermines the school's basic educational mission; is libelous or defamatory; constitutes hate speech; promotes illegal drug use; is aimed at inciting an individual to engage in unlawful acts or to cause a substantial disruption or material interference with District operations; or interferes with the rights of others. The District may exercise editorial control over the style and content of student speech on District-approved social media, if reasonably related to legitimate pedagogical concerns. Staff or students who post prohibited content shall be subject to appropriate disciplinary action.

C. The District is committed to protecting the privacy rights of students, parents/guardians, staff, volunteers, Board members, and other individuals on District-approved social media sites. District employees and volunteers are prohibited from posting or releasing confidential information about students, employees, volunteers, or District operations through social media, without appropriate consent (i.e., express written consent from the parent of a student, the affected employee or volunteer, or the Superintendent concerning District operations).

D. Employees shall not use the district's logo or other copyrighted material of the system on a personal social media site without express, written consent from the District.

V. Retention of Public/Student Records

District communications that occur through the use of District-approved social media platforms/sites – including staff members'/volunteers' use of social media with school-sponsored activities, and comments, replies, and messages received from the general public – may constitute public records or student records, and all such communications will be maintained (i.e., electronically archived) in accordance with the Board's adopted record retention schedule and all applicable State statutes.

Staff members and District-approved volunteers cannot rely on social networking platforms (e.g., Facebook, Twitter, etc.) to sufficiently fulfill potential records retention requirements because these platforms, in general, do not guarantee retention and are unlikely to assist in the production of third-party comments and communications that have been edited, deleted, or are otherwise no longer available. Consequently, District employees and volunteers who use such social media accounts for professional communications must operate them in accordance with the general archiving practices and technology instituted by the District so records remain within the District's control and are appropriately retained.

VI. Any postings, on district, professional or personal social media sites, of the following nature are prohibited:

A. Create a harassing, demeaning, or hostile working environment for any employee.

B. Disrupts the smooth and orderly flow of work, or the delivery of services to the staff or students.

C. Harm the goodwill and reputation of staff, students or the community at large.

D. Erode the public's confidence in the district.

E. Involve any kind of criminal activity or harms the rights of others, may result in criminal prosecution or civil liability to those harmed, or both.

VII. Consequences

The District may monitor online activities of employees who access the Internet using school technological resources. Additionally, the Superintendent or designee may periodically conduct public Internet searches to determine if an employee has engaged in conduct that violates this policy. Any employee who has been found by the Superintendent to have violated this policy may be subject to disciplinary action, up to and including dismissal.

VIII. Social Media Use Agreement

The Superintendent will ensure that staff receives a copy of this policy annually and that Use of Social Media is included in the Electronic Systems Responsible Use Agreement.

STATUTORY AUTHORITY: Chapter 119, 1001.41, 1001.42, 1001.43 F.S.

LAW(S) IMPLEMENTED: 1002.221, F.S.
6A-10.08 F.A.C.
20 U.S.C. 1232g 34 C.F.R. Part 99
Protecting Children in the 21st Century Act, Pub. L. No. 110-385, Title II, Stat. 4096
(Children's Internet Protection Act (CIPA), Pub. L. No. 106-554 (2001)

HISTORY:

ADOPTED: _____
REVISION DATE(S): _____

ELECTRONIC RECORDS, ELECTRONIC SIGNATURES AND ELECTRONIC FUNDS **7.22+**

I. Electronic Records, Electronic Signatures and Electronic Funds

~~A.~~ An electronic signature may be used if the law requires a signature, unless there is a specific statute, regulation, or policy ~~Unless a provision of law enacted after July 1, 2000,~~ that specifically prohibits the use of an electronic record and requires the record(s) to be signed in non-electronic form. ~~for the specified purpose,~~ tThe School Board hereby authorizes the acceptance and distribution of electronic records and electronic signatures to and from District staff and other persons, as well as between District staff members. ~~Additionally, t~~The Board further authorizes District staff to create, generate, communicate, store, process, use, and rely upon electronic records and electronic signatures. The Superintendent shall put in place measures to protect the integrity, security, and accessibility of electronic signatures and electronic records and shall comply with the mandates of State and Federal agencies or programs, including Medicaid.

~~B.~~A. ~~The Superintendent shall consult with the State of Florida's Agency for State Technology (Agency) regarding the District's authorized acceptance and distribution of electronic records and electronic signatures.~~

~~C.~~B. The issuance or acceptance of an electronic signature ~~by the Board~~ may be permitted in accordance with the provisions of this policy and all applicable State and Federal laws. If permitted, the electronic signatures shall have the full force and effect of a manual signature provided the electronic signature satisfies all of the following requirements:

1. The electronic signature is unique to the individual and identifies the individual signing the document by his/her name and title.

2. The identity of the individual signing with an electronic signature is capable of being verified and authenticated.

3. The integrity of the electronic signature can be assured.

4. The electronic signature and the document to which it is affixed cannot be altered once the electronic signature has been affixed.

5. The electronic signature complies with the School Board procedures for ensuring the security, integrity, and auditability of each signature.

6. The electronic signature conforms to all other provisions of this policy.

~~6.~~7. The Superintendent may allow electronic signatures on internal documents considered to be of a low risk to be exempt from this policy.

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C. The District shall maintain electronically signed records in a manner that is consistent with state law and the District's document retention policies that allows the District to produce accurate and complete reproduction of the electronic records and signatures in their original form.

II. Electronic Fund Transfers

A. The Board authorizes the movement of District funds into, out of, and between any District account by electronic means, including Fedwire, ~~electronic fund transfers (EFTs) for any purpose including direct deposit, wire transfer,~~ automatic clearinghouse (ACH), or any other method as may be developed and put into practice by financial institutions for the purposes of transferring money between accounts or between financial institutions. Movement of District funds by electronic means shall comply ~~withdrawal, investment, or payment, provided such EFTs are consistent~~ with the provision of Chapter 668, Florida Statutes. ~~Upon the recommendation of the Superintendent, the Board shall approve:~~ Board funds shall be electronically transferred for the following purposes:

1. receipt of revenue from local, State, and Federal sources;

2. settlement on investment transactions (e.g. purchases, sales, or principal and interest distributions);

3. transfers between Board accounts as needed for legitimate funds management activities;

4. payment of obligations, based upon legal or contractual requirements incurred in the course of Board business, including epayables; and

5. payroll and other payroll related direct deposit payments.

B. The Chief Financial Officer, Finance Director or his/her backup, will execute the electronic transfer of funds through qualified financial institutions. All necessary documentation shall be maintained so the transactions can be properly recorded within the Board's financial system.

~~1. The financial institutions that are authorized to receive monetary transactions through electronic or other medium.~~

~~2. Written agreements with financial institutions with whom EFTs will be made.~~

C. Types of Electronic Funds Transfers

1. Fedwires

a. Fedwires between Board accounts can be initiated and approved by the Chief Financial Officer or his/her designee.

b. Templates of Fedwire instructions to non-Board accounts shall be established by a Finance Department employee using software provided by the Board's financial institutions and approved by the Chief Financial Officer. Wires to non-Board accounts require two-factor authentication to initiate the wire and a second approval to complete.

2. ACH Transactions

a. Vendors may be paid via ACH Credit transactions when advantageous to the Board. An ACH Credit transaction is where money is sent from a Board account to the vendors' appropriate bank account.

b. ACH Debit transactions are prohibited unless the counterparty to the transaction is another governmental entity or required by a Board approved contract. An ACH Debit transaction is where money is retrieved from a Board account by the counterparty's financial institution.

c. Authorized vendors to be paid via ACH will be set up to receive such payments in the Board's financial system by finance department personnel, upon approval by the Chief Financial Officer. Such payments will be initiated by the accounts payable fiscal assistant in compliance with procedures established by the Finance department.

d. Payment of employees' wages via direct deposit or paycard will be initiated by the payroll department in compliance with procedures established by the payroll department.

e. ACH transactions require two-factor authentication to initiate the ACH transaction and a second approval to complete.

3. Other Electronic Funds Transfers. Transactions, through either an established method or any method that may be developed in the future, are permitted, so long as such transactions are structured so that Board funds may not be transferred to non-Board accounts at the sole discretion of the Chief Financial Officer or other Board employee. Instructions to transfer funds electronically, to non-Board accounts, shall always be established under dual control, one District employee inputting the payment instructions and a second District employee approving the instructions. Said instructions can then be used by the Chief Financial Officer or his/her designee to execute an electronic transfer of funds.

D. The Board shall approve agreements with the Board's financial institution(s). Such agreements shall set forth internal controls required by State law and State Board Rule that will provide adequate integrity, security, confidentiality, and auditability of business

transactions conducted by electronic commerce, including, but not limited to, the following:

1. The official title of the bank account(s) subject to the agreement and each type of transaction approved, such as deposits, disbursements or transfers, shall be specified;

2. the manual signatures of the Board Chairman, Superintendent, as the authorized check signers for Board issued checks;~~and the employees authorized to initiate EFTs shall be contained therein;~~

~~3. a requirement that the District maintain documentation signed by the initiator and authorizer of the EFTs to confirm the authenticity of the EFTs;~~

~~4.~~3. a requirement that, when funds are properly delivered to the receiving institution, that institution agrees to become responsible for prompt and diligent processing of the funds;

~~5.~~4. a requirement that written or printed documentation from the financial institution acknowledging such transactions, including but not limited to deposit slips, debit and credit memos, trust receipts, transfer acknowledgements, or canceled warrants, shall be provided so that it may be kept in the official files of the School District, which shall be maintained in a manner which facilitates easy review and validation of transactions.

III. Internal Controls and Delegation of Authority

A. The oversight of the EFTs resides with the Chief Financial Officer and the Director of Finance. A system of internal controls and operational procedures has been established to manage the funds transfer process and the reconciliation of bank accounts. Staff will utilize effective internal controls including the separation of duties when performing funds transfers and cash management functions. The internal controls are designed to prevent losses of monies, which might arise from fraud, employee error, and misrepresentation by third parties, or imprudent actions by employees. ~~Independent auditors, as part of the District's financial audits, will review the~~

system of internal controls and compliance with the operational procedures and with this policy.

IV. Scope

A. Board funds shall be electronically transferred for the following purposes:

1. receipt of revenue from local, State, and Federal sources;

2. settlement on investment transactions (e.g. purchases, sales, or principal and interest distributions);

3. transfers between Board accounts as needed for legitimate funds management activities;

4. payment of obligations, based upon legal or contractual requirements incurred in the course of Board business, including e-payables; and

5. payroll and other payroll related direct deposit payments.

V. Outgoing Electronic Funds Transfers

A. Wire transfers are established by the accounting personnel, with the District's financial institution, using secure banking software which is password protected. These wire transfers, with the District's financial institutions, require the transfers to be initiated by one staff member and released by another staff member.

B. Wire transfers from investment accounts can only be transferred to the District Control Bank Account. All transfers will be reviewed by the Director of Finance or designee when made. Wire transfers will be traced from the bank statement to the respective authorizations on a monthly basis as part of the bank reconciliation process.

C. ACH transactions are allowed for the following transaction types:

1. ACH debit transactions require funds to be paid from a Board bank account by the counterparty's financial institution and are

~~prohibited unless the counterparty to the transaction is another governmental entity or the transaction is required by a Board approved contract, including credit card processing fees.~~

~~2. ACH credit transactions require funds to be deposited directly to the Board bank account. ACH credit transactions are acceptable when required based on contractual obligations or when this method of depositing/receipting is advantageous to the Board as determined by the Executive Director of Finance and Budgeting or equivalent position.~~

~~3. Direct deposit payments of employees' wages or other direct payments will be initiated by payroll/accounting personnel in compliance with established accounting procedures and in accordance with F.A.C. 6A-1.0012(2).~~

~~4. Individuals performing ACH and wire transfers cannot both initiate and approve one of these transactions.~~

~~5. Other methods of electronic funds transfers as established by the District's financial institution may be permitted, as long as transfers follow similar procedures as outlined above.~~

STATUTORY AUTHORITY: 668.01 et seq., 668.50, 1010.11, 282.0041, F.S. F.A.C. 6A-1.0012

History:	**Adopted: 10/26/2021** **Revision Date(s):** **Formerly: NEW**

SMOKING AND TOBACCO FREE ENVIRONMENT 8.32

I. Purpose

The School Board of Suwannee County recognizes that the use of tobacco products, including electronic smoking devices, is a health, safety, and environmental hazard for students, employees, parents, visitors, and school facilities. The School Board is committed to providing students, staff and visitors with a smoking and tobacco-free environment. The use of tobacco products on school grounds, in school buildings, in School District vehicles and facilities, on school property or at school-related or school-sponsored events is detrimental to the health and safety of students, employees, and visitors.

II. Applicability of Policy

This policy applies to students, employees, volunteers, parents, spectators, vendors, contractors, delivery persons, visitors and the public.

III. Definitions

For the purposes of this policy, the following definitions shall apply.

A. "At any time" means twenty-four (24) hours a day, seven (7) days a week, 365 days a year.

B. "Electronic smoking device" means any product containing or delivering nicotine, or any other substance, whether natural or synthetic, intended for human consumption through the inhalation of aerosol or vapor from the product. "Electronic smoking device includes but is not limited to devices manufactured, marketed, or sold as e-cigarettes, e-cigars, e-pipes, vape pens, similar devices, or under any other product name or descriptor. "Electronic smoking device" also includes any component part of a product, whether or not marketed or sold separately, including but not limited to, e-liquids, e-juice, cartridges, or pods.

C. "School property" means all facilities and property, including land, whether owned, rented, or leased by the Board, and also includes all vehicles

owned, leased, rented, contracted for, or controlled by the Board and used for transporting students, staff, or visitors.

D. "Tobacco product" means any product containing, made, or derived from tobacco or that contains nicotine, whether synthetic or natural, that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including but not limited to: cigarettes, electronic smoking devices, cigars, little cigars, and other kinds and forms of tobacco.

IV. General Policy Statement

A. Students are prohibited from possessing, using, consuming, displaying, or selling any tobacco products, tobacco-related devices, electronic smoking devices, imitation tobacco products, or lighters at any time on school property or at any school related or school-sponsored event.

B. Administrators, staff, or visitors are prohibited from using, consuming, displaying, activating, or selling any tobacco products, tobacco-related devices, imitation tobacco products, or lighters at any time on school property or at any school related or school-sponsored events. This includes products or paraphernalia displaying industry brands.

V. Exception to this Policy

A. A school principal may permit tobacco products to be included in counseling, educational, instructional or research activities in the school building; provided that, the activity is conducted or supervised by a District employee overseeing the instruction or research and the activity does not involve smoking, chewing, vaping, or otherwise ingesting the product.

B. A person may use or possess a product that has been approved by the U.S. Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and if the product is being marketed and sold solely for such an approved purpose.

VI. Notification of Policy and Implementation

It is the responsibility of District and School administrators to provide:

A. Appropriate "No Tobacco" signage will be posted in a manner and location on all District property that adequately notifies employees, students, parents, visitors, and the public of this policy.

B. Written notice to students and parents/guardians in student handbooks and orientations.

C. Written notice in staff handbooks, in orientations and employee or staff trainings, and when offering employment.

D. Reminder announcements of this policy at school and District events, as appropriate.

E. Written notice of the prohibition as provided in this policy in contracts with outside groups who use the school buildings and other facilities.

VII. Tobacco Promotion Prohibited

Tobacco advertising is prohibited on school grounds, in all school-sponsored publications, on District vehicles and buses, and at all school-sponsored events. It is a violation of this policy for any person to promote tobacco products on the school property or at any school related or school sponsored events via the display of images of tobacco products on gear, technology accessories, bags, clothing, any personal articles, signs, structures, vehicles, flyers, or any other material.

VIII. Educational and Cessation Programs for Students and Employees

A. Prevention Education for Students. The administration will consult with the Safe Schools Department and other appropriate health organizations to identify and provide programs or opportunities for students to gain a greater understanding of the health hazards of tobacco use and the impact of tobacco use as it relates to providing a safe, orderly, clean, and inviting school environment. The administration will ensure that students in grades K-12 receive tobacco prevention education using sequential, age appropriate, current, accurate, evidenced based curricula and a skills-

based approach (involving students in active "hands on" learning experiences).

B. Cessation Support Programs for Students. The administration will consult with the Safe Schools Department, the Palm Beach County Health Department, Employee Wellness in Risk & Benefits Management, the American Lung Association and other appropriate health organizations to provide students and employees with information and access to support systems, tobacco use cessation programs, and services to encourage them to abstain from the use of tobacco products.

C. Prevention and Cessation for Employees. Employees shall be advised as to the availability of related services available to them in the District's various Wellness programs in which they may choose to participate and as they may change from time to time.

IX. Enforcement

The success of this policy depends upon the thoughtfulness, consideration, and cooperation of the entire school community. All individuals on school premises, including students, staff, administrators, and visitors, are responsible for adhering to and enforcing this policy. Members of the school community are encouraged to communicate this policy with courtesy and diplomacy. Any person acting in violation of this policy will be informed or reminded of the policy and asked to comply.

A. Students. Consequences for engaging in prohibited behavior shall be as provided in the Student Code of Conduct.

B. Employees. Consequences for employees who violate the tobacco use policy will be in accordance with personnel policies or any relevant collective bargaining agreement.

C. Family members, volunteers, or visitors. Family members, volunteers or visitors who violate the policy must immediately discontinue using the tobacco product or electronic cigarette, or leave the premises. Law enforcement officers may be contacted to escort the person off the premises if the person refuses to leave the school property when requested to do so by District personnel.

STATUTORY AUTHORITY: 120.81,1001.32, 1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED: 386.201- 386.209, 1001.43, F.S.

HISTORY: ADOPTED: _____ REVISION DATE(S): _____
NEW

ELECTRONIC SYSTEMS RESPONSIBLE USE 8.33*+

Suwannee County School District provides a variety of electronic communication systems for educational purposes. The electronic communications system is defined as the District's network (including the wireless network), servers, computer workstations, mobile technologies, peripherals, applications, databases, online resources, internet access, email, and other technology designated for use by students and employees, including all new technologies as they become available. Including any access to the Suwannee County School District electronics system while on or near school property, in school vehicles and at school sponsored activities, and consists of the appropriate use of district technology resources via off-campus remote access.

I. Telephone Service

A. In order to promote efficiency and economy, the Superintendent or designee shall develop a uniform system for implementing effective telephone service systems. School personnel shall be informed of this system.

B. Employees are generally not permitted to use the District System to conduct personal business or for other personal purposes. However, limited personal use of the system is permitted, but only to the extent it does not conflict with the user's employment duties and responsibilities. Employees may use the telephone system to make calls on their breaks. Such calls should be brief and infrequent so as not to interfere with the official use of the system.

C. Logs shall be maintained of long distance calls by work location. Logs shall be in a uniform format. Telephone service billings and long distance logs shall be subject to periodic review and audit. No person shall charge personal calls to the School Board.

II. Internet Use

A. The District is required to comply with state and federal data privacy laws. Employees are required to safeguard employee and student data they have access to in the course of performing their duties. They are required to safeguard their network/system credentials to protect student and employee data from hacks and unauthorized access. The District will provide employees with training in sound email and Internet security practices.

B. As required by the Children Internet Protection Act (CIPA), the School District educates staff and students regarding appropriate online behavior to ensure internet safety, including use of email and internet resources. An internet filter is maintained by the school district for school use on the device. Filtering not only restricts access to unacceptable sites, but also restricts access to inappropriate content such as those that are illegal, harmful, or contain potentially offensive information. Suwannee County Public Schools cannot guarantee that access to all inappropriate sites will be blocked. Log files are maintained on each device with a detailed history of all sites accessed. It is the responsibility of the user to appropriately use the device, network, and the internet.

C. Each student, parent as defined by Florida Statutes, and employee of the District will be required to sign an agreement for network responsibility wherein they are acknowledging their obligation to comply with the terms and conditions outlined in this policy.

D. Appropriate Use

1. Students may only open, view, modify, and delete their computer files.
2. Internet use at school must be directly related to school assignments and projects.
3. Students will be assigned individual network accounts and email accounts and must use only those accounts and passwords that they have been granted permission by the district to use. All account activity should be for educational purposes only.

4. Students must immediately report threatening messages or discomforting Internet files/sites to a teacher.
5. Students must at all times use the district's electronic communications system, including email when necessary, wireless network access, and Web 2.0 tools/ resources to communicate only in ways that are kind and respectful. (Web 2.0 tools allow users to interact and collaborate in virtual communities, where users are active creators of content i.e. wikis, video sharing sites, cloud service).
6. Students are responsible at all times for their use of the district's electronic communications system and must assume personal responsibility to behave ethically and responsibly, even when technology provides them the freedom to do otherwise.

E. Inappropriate Use

1. Wireless hotspots not provided by the School District are prohibited on the School District network.
2. Using the district's electronic communications system for illegal purposes including, but not limited to, cyberbullying, gambling, pornography, and computer hacking.
3. Using a Virtual Private Network (VPN) program to bypass the School District filtering and or monitoring systems.
4. Disabling or attempting to disable any system monitoring or filtering or security measures
5. Sharing user names and passwords with others; and or borrowing someone else's username, password, or account access.
6. Purposefully opening, viewing, using or deleting files belonging to another system user without permission.
7. Electronically posting personal information about one's self or others (i.e., addresses, phone numbers, and pictures).
8. Downloading or plagiarizing copyrighted information without permission from the copyright holder.
9. Intentionally introducing a virus or other malicious programs onto the district's system.

10. Electronically posting messages or accessing materials that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal.
11. Gaining unauthorized access to restricted information or network resources.
12. Using a computer or the network for illegal purposes.
13. Violating student or staff's rights to privacy.
14. Using profanity, obscenity, or other language which may be offensive to another user.
15. Sending or receiving pornographic text and/or graphics.
16. Sexting shall be prohibited. All acts of alleged sexting shall be reported to the appropriate legal authority.
17. Sending or receiving copyrighted materials, including computer software, without permission, or material protected by trade secrets.
18. Using for commercial activities, product advertisement, or political lobbying.

F. Special Note: Cyberbullying. Cyberbullying is defined as the use of any Internet-connected (electronic) device for the purpose of bullying, harassing, threatening, embarrassing or intimidating another student or school staff. Including, but not be limited to:

1. Sending abusive or offensive text messages to cell phones, computers, or Internet-connected game consoles.
2. Posting abusive or offensive comments on someone's blog or social networking site (e.g., Facebook, Instagram, Snap Chat, etc.).
3. Creating a social networking site or web page that masquerades as the victim's personal site and using it to embarrass him or her.
4. Making it appear that the victim is posting malicious comments about friends to isolate him or her from friends.
5. Displaying the victim's personally identifiable information on a site to put them at risk of contact by predators.

6. Sending abusive comments while playing interactive games.
7. Recording and distributing media with the intent to manipulate or embarrass others.

G. Internet Warning. At school, students' access to and use of the network will be under teacher direction and monitored as any other classroom activity. The District is not able to prevent the possibility of user access to material that is not consistent with the education mission, goals, and policies of the School Board when access is obtained outside of the school.

H. User Guidelines.

1. Internet access is coordinated through a complex association of government agencies and regional and state networks. It is the District's intent that the Internet and our communications network be used in a responsible, efficient, ethical, and legal manner. The operation of the Internet relies heavily on the proper conduct of the users who must adhere to strict guidelines. If a district user violates any of these provisions, their account will be restricted. Serious violations may result in school disciplinary action or legal action. The signature(s) on the acceptable use agreement indicate that the user(s) have read the terms and conditions carefully and understand their significance.
2. Acceptable Use. The use of your account must be in support of education and research that is consistent with the educational goals and policies of the District. Users are encouraged to develop uses which meet their individual needs and that take advantage of the network's function; electronic mail, conferences, bulletin boards, data bases, and access to the Internet. Use of any other network or computing resources must be consistent with the rules appropriate to that network.
3. Privileges. The use of Internet is a privilege. Inappropriate use will result in the restriction of that privilege. Each individual who accepts an account will receive information pertaining to the proper use of the network. School and district administrators will

decide what is "inappropriate use". Their decision is final. An account may be closed by the district at any time deemed necessary or by recommendation of the administration, faculty, or staff. The person in whose name an account is issued is responsible at all times for its proper use.

4. "Netiquette". You are expected to abide by the generally accepted rules of network etiquette. Be polite. Do not use vulgar or obscene language. Do not reveal your address or phone number, or those of others. Please remember that electronic mail is not guaranteed to be private. Do not disrupt the network, the data, or other users.

I. Warranties: The District makes no warranties of any kind, whether expressed or implied, for the service it is providing. The District will not be responsible for any damage you suffer including loss of data. The District will not be responsible for the accuracy or quality of information obtained through this Internet connection.

J. Security. Security is a high priority. If you identify a security problem, you must notify a system administrator immediately. Do not show or identify the problem to others. Do not use another individual's account. Attempts to log on as another user will result in cancellation of your privileges. Any user identified as a security risk or having a history of problems with other computer systems may be denied access.

K. Vandalism. Vandalism will result in cancellation of your privileges. Vandalism is defined as any malicious attempt to harm or destroy data of another user, Internet or other networks. This includes the creation of or the unloading of computer viruses on to the Internet or host site. Deliberate attempts to degrade or disrupt system performance will be viewed as criminal activity under applicable state and federal law.

L. E-mail Etiquette. Helpful to your e-mail success are:

1. Preparing text files for uploading before logging on;
2. Making "subject" heading as descriptive as possible.

3. Beginning messages with a salutation; restating the question or issue being addressed in a response;
4. Choosing words carefully to avoid misunderstandings; text does not permit the verbal or expression clues which are usually necessary when statements are intended to be funny or sarcastic;
5. Ending messages with your name and your e-mail address to assist getting feedback or clarifications;
6. Logging off before editing and printing downloaded files; and
7. Deleting e-mail files as soon as possible as appropriate under public records law.

M. Teachers are responsible for teaching proper techniques and standards for participation, guiding student access to appropriate sections of the network, and or assuring students understand that if they misuse the network they will lose their access privileges. Conference moderators are responsible for monitoring the context and tone of posted messages and or taking steps to delete offensive materials and to communicate with authors.

N. Contracts. Parents and students are required to enter into an "Electronics Systems Responsible Use Agreement". Employees are required to enter into an Employee Electronics Systems Responsible Use Agreement". These forms shall be approved by the School Board.

O. Exception of Terms and Conditions. All terms and conditions stated in this document are applicable to all users of the network. These terms and conditions reflect an agreement of the parties and shall be governed and interpreted in accordance with the laws of the United States of America, the state of Florida, and the School Board.

III. Employee Electronic Systems Responsible Use Agreement

School Board Policy #_____

Please print all information

User's full name:_____

Home Phone:_____ Work Phone:_____

Employee Location:_____

Job Title:_____

EMPLOYEE AGREEMENT

I have read and understand the Terms and Conditions of the Electronic Systems Responsible Use policy (School Board Policy 8.33) and the Use of Social Media policy (School Board Policy 6.43). I agree to comply with these policies and understand that violations may result in losing my access privileges. In addition, violations may result in disciplinary action including termination of employment and/or appropriate legal or criminal action being initiated against me.

Employee Signature:_____ Date_____

Supervisor's Signature:_____ Date_____

IV. Student/Parent Contract

Student/Parent Network Responsibility Contract
School Board Policy ___
Please print all information

User's full name:_____

School:_____ Grade_____

STUDENT AGREEMENT

I understand and will abide by the Terms and Conditions of the Electronic Systems Responsible Use Policy. Violations may result in the restriction or suspension of my access privileges. In addition, violations may result in school disciplinary action and/or appropriate legal or criminal action being initiated against me.

Student Signature:_____ Date_____

PARENT
(Also required if student is under the age of 18)

-

As the parent or guardian of this student, I have read the terms and conditions of the Electronic Systems Responsible Use Policy. I understand that this access is designed solely for educational purposes and the School District has taken reasonable precautions to supervise and filter Internet usage. I also recognize it is impossible for the District to restrict access to all controversial materials and I will not hold the district responsible for information acquired or contracts made on the network. Further, I accept full responsibility for supervision of Internet usage by my child outside of the school setting. I hereby give permission to establish network privileges for my child and certify that the information contained on this form is true and correct to the best of my knowledge and belief.

Parent Signature_____ Date_____

Parent Name (Please print)_____

Parent Work Phone:_____

V. Consequences for Inappropriate Use

A. Appropriate disciplinary or legal action in accordance with the Student Code of Conduct and applicable laws including monetary damages shall govern student discipline for student violation of this policy.

B. Suspension of access to the district's electronic communications system.

C. Revocation of the district's electronic communications system account(s); and or

D. Termination of System User Account: The district may deny, revoke, or suspend specific user's access to the district's system with or without cause or notice for lack of use, violation of policy or regulations regarding acceptable network use, or as a result of disciplinary actions against the user

E. Possible criminal charges

F. Employee violation of this policy may result in disciplinary actions including termination of employment.

STATUTORY AUTHORITY: **1001.42, F.S.**

LAW(S) IMPLEMENTED: **1000.21, 1001.43, F.S.**

HISTORY: **ADOPTED:**

REVISION DATE(S):

MINORITY TEACHER RECRUITMENT PLAN 2022-2023

The Suwannee County School Board recognizes the need for greater diversity within the teaching force. This is important for several reasons, as research clearly indicates that all students benefit from educators of diverse backgrounds. Diversity promotes creativity, productivity and good citizenship. In addition, career development theory posits that students need to be able to see themselves in a career. If there are fewer role models for minority students to identify with, the shortage of minority teachers will likely get worse.

In an effort to increase the diversity of the District's instructional and administrative workforce, the Suwannee County School Board has developed the following action plan for minority recruitment.

ACTIONS

1. The District will continue its recruitment program for the purpose of increasing the number of qualified minority applicants for instructional and administrative positions. Specifically,

    a. The District will continue to expand the geographical area of recruitment by sending notices to colleges and universities, including Historically Black Colleges and Universities (HBCU's) in Florida, Georgia and Alabama, of available teacher and administrative vacancies.

    b. The District will seek contacts from other community-based organizations, such as the NAACP and faith-based organizations, to help disseminate teacher and administrative vacancy notices.

    c. The District will identify additional recruitment fairs and sites, both within the state and out-of-state, that are the best sources for minority teacher and administrative applicants.

    d. The District will work with teacher education programs at college and universities and encourage preservice teacher field experiences and clinical experiences within our schools.

    e. The District will collaborate and network with organizations such as the local NAACP, United Teachers of Suwannee County, Suwannee and Lafayette Retired Educators, area churches and other appropriate local organizations to assist in identifying free or low-cost housing for student teachers interning in the district.

2. The District will continue to provide training and professional development opportunities that promote diversity and multicultural competence. Specifically,

    a. The District will provide training for the superintendent, school board members, principals and other individuals who have any role in recruiting or hiring teachers or administrators. The training will cover the importance of workforce diversity, the possible disparate impact of the employment criteria utilized for any particular vacancy, and the appropriate use of selection factors and interview techniques in the recruitment process.

b. The District will continue to provide training, such as Ruby Payne, which help reinforce multicultural understanding, competence and effective ESOL teaching strategies for teachers.

c. The District will continue the practice of providing first year teachers with mentors to increase retention.

d. The District will provide training and develop training materials for teachers of ESOL and ELL students.

3. The District will continue seeking opportunities to attract and hire teachers at recruiting fairs. Specifically,

   a. The District will send hiring authorities (principals) to career fairs to interview on site at these recruiting fairs.

   b. The District will participate in virtual recruitment fairs.

   c. The District will utilize conditional contracts when making pre-employment job offers.

   d. District recruiters will continue to maintain a log of prospective candidates; and subsequently, follow up with them regarding the status of their application and any certification questions they may have.

4. The District will continue to find ways to promote teaching as a positive career choice. Specifically,

   a. Guidance counselors and teachers will encourage students to pursue education as a major. There are several scholarships and loan forgiveness programs that are available to students.

   b. The District will continue to disseminate Florida Fund for Minority Teachers (FFMT) and other minority scholarship information to minority students interested in pursuing a career in teaching.

   c. The District will continue to seek resources and personnel to implement Teaching Assistant as a career academy.

5. The District will continue seeking ways to continuously improve recruitment and retention efforts and to monitor progress. Specifically,

   a. The District will conduct a self-assessment to determine the overall success of its recruitment efforts. The self-assessment will include a comprehensive comparison of the racial and ethnic demographics of the District's current teacher and administrative staff to the racial and ethnic demographics of the relevant applicant pools and or qualified labor market.

b. The Superintendent will provide an annual update to the Suwannee County School Board regarding employment demographics. The public will be invited to address the Board regarding this plan.

c. This plan will be reviewed annually, and modified as needed.

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 **Positive Behavior Supports Corp.** ("Individual"), (hereinafter "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

This Agreement shall commence on the date of execution by both parties, and end on June 30, 2022, 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 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 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.

Documents/records in any form shall be open to the District'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 District 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 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 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

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 SUWANNEE COUNTY SCHOOL BOARD'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, 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 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 deposited in the United States mail, postage prepaid, addressed as follows:

If to SCSB: The School Board of Suwannee County Florida
c/o Ted L. Roush, Superintendent
1740 Ohio Avenue, South
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: Mike Nolan, President
Positive Behavior Supports Corp.
7108 S. Kanner Hwy.
Stuart, FL 34997

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 see EXHIBIT C which is incorporated by reference herein.

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 2020-2021 academic year.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of_____, 20__.

SUWANNEE COUNTY SCHOOL BOARD

_____ _____
Jerry Taylor, Chairperson Date

_____ _____
Ted L. Roush, Superintendent of Schools Date

CONTRACTOR

_____ _____
Witness Signature Mike Nolan, President
Positive Behavior Supports Corp.

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

Date _____ Date _____

EXHIBIT A

SERVICES PROVIDED:

The Agency shall:

A. Provide behavior analytic services as requested

B. Present a monthly summary of service rendered

C. Furnish copies of evaluation/reviews as needed

D. Provide oversight/supervision of any staff as requested

E. Comply with all Federal, State, and Local Statutes prohibiting discrimination, abuse, and neglect.

F. Insurance: The Agency agrees to maintain adequate liability insurance coverage on a comprehensive basis to hold such liability insurance at all times during the term of the contract. The Agency accepts full responsibility for identifying and determining the type(s) and extent of liability the consumers to be served under this contract. Upon the execution of the contract, the Agency shall furnish Suwannee County School District written verification supporting both the determination and existence of such coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. At a minimum the following types of insurance will be maintained by the Agency during the term of this contract:

Type	Amount
Comprehensive General Liability (to include professional liability) with a minimum limit of	$1,000,000/ occurrence $2,000,000/ aggregate
Worker's Compensation	Statutory limit, as required

The Suwannee County School Board shall:

A. Follow and pay for agreed upon services in the compensation agreement listed in Exhibit B

B. Obtain client consent as needed

C. Be responsible for encouraging/overseeing that staff utilize behavioral management procedures learned during training and follow ethical guidelines

D. Provide work space for staff as needed

E. Settle any outstanding invoices within 30 days of receipt

CONTRACTOR FEDERAL IDENTIFICATION NUMBER:
INDIVIDUAL SOCIAL SECURITY NUMBER:

IRS Form W-9 on file

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

Mental Health Allocation

EXHIBIT B

FEE SCHEDULE

Cost Description

The following is a proposed summary of cost per service provided at an hourly rate. PBS provides an extensive list of services in addition to the standard daily supports within the school. These rates are derived based on what other state and private funding sources are currently reimbursing.

Type of Independent Contractor	Hourly Rate
Registered Behavior Technician Training (online including competency exam)	$150 per person
Board Certified Behavior Analyst (BCBA or BCBA-D) 5% of hours of RBT	$85.00
Board Certified Assistant Behavior Analyst (BCaBA)	$65.00
Registered Behavior Technician	$37.00
Interventions must be designed and overseen by behavior analysts and therefore we are unable to provide behavior assistant services in isolation.	

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, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@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.