SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
March 28, 2023

AGENDA

Call to Order - 6:00 p.m.

Student remarks and pledge to the flag by Suwannee Middle School

Special Recognition by the Superintendent

District Spelling Bee Winners

- Bradley Harrison (Suwannee Middle School, 7th grade) – First Place
- Kaydon Ratliff (Suwannee Pineview Elementary, 5th grade) – Runner Up

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

The Superintendent recommends approval to adopt the Agenda.

The Superintendent recommends approval of the Consent Agenda.

CONSENT AGENDA

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

1. The Superintendent recommends approval of the following Minutes: **(pgs. 7-28)**

February 1, 2023	- Emergency Meeting
February 14, 2023	- Workshop Session
	- Special Meeting
February 28, 2023	- Regular Meeting

2. The Superintendent recommends approval of the monthly financial statement for February 2023.

3. The Superintendent presents the following bills for the period February 1-28, 2023:

General Checking Account		
General Fund 1000	$	680,178.84
LCI Fund 3200		278,551.02
Food Service Fund 4100		222,949.25
Federal Fund 4200		261,732.28
Other Cares Act Relief Fund 4420		24,491.89
ESSER II Fund 4430		2,779.19
ESSER III - ARP 4450		608,050.97
OTHER ARP ACT RELIEF 4460		6,809.80
Total	$	2,085,543.24

Payroll Checking Account		
General Fund 1000	$	3,475,225.27
Food Service Fund 4100		139,367.88
Federal Fund 4200		360,456.28
Other Cares Act Relief Fund 4420		3,913.38
ESSER II Fund 4430		41,463.14
ESSER III - ARP 4450		83,596.58
OTHER ARP ACT RELIEF 4460		8,642.72
Total	$	4,112,665.25

Total	$	6,198,208.49

4. The Superintendent recommends approval of the following budget amendments for the fiscal year 2022-2023:

General	LCIF	Special Revenues
I-8	III-8	IV-4/ESSER III
		IV-7/Federal
		IV-6/Food Service
		IV-6/Other Cares

5. The Superintendent recommends approval of the following Controlled Open Enrollment transfers for the 2022-2023 school year. Parents will provide transportation.

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Harrison	Brown	BES	Live Oak	K

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Ryker	Burkett	Suwannee	Columbia	2

6. The Superintendent recommends approval of the following Controlled Open Enrollment transfers for the 2023-2024 school year. Parents will provide transportation.

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Brylynn	Glass	BES	Live Oak	PK

7. Human Resources Transactions **(pgs. 29-32)**

REGULAR AGENDA

1. The Superintendent recommends approval to advertise additions and revisions to the Suwannee County Board Policy Manual as follows:

#5.19 Student Records (*Revised*) **(pgs. 33-44)**
#5.60 Use of Bathrooms and Changing Facilities (*New*) **(pg. 45-46)**
#6.321 Health Insurance Premiums (*Revised*) **(pgs. 47-48)**
#7.40 Online Educational Services Agreements/Contracts (*New*) **(pgs. 49-55)**

2. The Superintendent recommends approval to award the following Request for Proposal (RFP), based upon the receipt and review of the Food Service Committee:

   #23-207 Food Service Management Company

3. The Superintendent recommends approval of the following contract/agreement for the 2022-2023 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen)

   #2023-110 Affiliation Agreement between the Suwannee County School Board, through RIVEROAK Technical College, and Trenton Medical Center, Inc., d/b/a Palms Medical Group for Pharmacy Technician and Practical Nursing Programs (*New*) **(pgs. 56-64)**

4. The Superintendent recommends approval of the following change to be made to the purchasing card issued through First Federal Bank of Florida:

   a. Cancel existing card for Vickie DePratter, Chief Financial Officer, in the amount of $1,000 (Card #X0132)
   b. Issue a new card for William Brothers, Director of Human Resources, in the amount of $5,000
   c. Issue a new card for Angelia Stuckey, Director of School Choice, in the amount of $5,000
   d. Issue a new card for Carl Manna, Suwannee High School Principal, in the amount of $5,000

5. The Superintendent recommends approval of the following personnel items for the 2023 summer school term:

   a. Ten (10) day laborers to work on summer projects under the direction of the Director of Facilities

b. The following summer school positions:

Program	Number of Employees/Position	Funding
3rd Grade Summer Reading Camp	10 – Teachers (BES-2; SPE-3; SRE-3; SSE-2	Federal Grant: 22B119 Intensive Afterschool & Weekend Academies
Pre-Kindergarten (VPK)	3 – Teachers (SPE-3)	VPK/ARP Funds
Extended Year Services (ESY) Services for ESE	3 – Teachers (BES-1; SPE-2) 3 – Paraprofessional (BES-1; SPE-2) 1 - Nurse (SPE-1) 2 - Bus Drivers 2 – Bus Attendants (*As needed for ESE travel throughout the district*)	IDEA Grant
Credit Recovery (Grades 8-11)	9 – Teachers (BES-2; SHS-7) 3 – Paraprofessionals (BHS-1; SHS-2) 2 – Deans (BHS-1; SHS-1)	Federal Grant: 23A238 ARP/ESSER Supplemental Programming
Driver's Education	3 - Teachers (BHS-1; SHS-2)	Federal Grant: 23A238 ARP/ESSER Supplemental Programming
Hope/PE	1 – Teacher (BHS)	Federal Grant: 23A238 ARP/ESSER Supplemental Programming
Virtual Instruction	12 – Teachers (SVS) – *As needed to complete courses already in progress*	Federal Grant: 23A238 ARP/ESSER Supplemental Programming

Program	Number of Employees/Position	Funding
21st CCLC	4 – Site Coordinators (BES-1; SPE-1; SRE-1; SSE-1) 12 – Paraprofessionals (BES-3; SPE-3; SRE-3; SSE-3)	21st CCLC Grant
Migrant (day location to be determined; evening at SSE)	1 – Coordinator 4 - Teachers 7 – Paraprofessionals 1 – Bus Driver	Title I Part C
Students in Transition	1 – Teacher 3 – Paraprofessionals 1 – Bus Driver	ARP-HCY (American Rescue Plan-Homeless Children and Youth)

NOTE: Positions will be based on daily student enrollment

6. The Superintendent recommends approval of the following forms:

   #7200-012 Objection to the Use of a Specific Material (*Revised*) **(pg. 65)**
   #7200-141 Controlled Open Enrollment Application (*Revised*) **(pg. 66)**

7. Comments from Student Ambassadors

8. Legal Counsel's Report

9. Superintendent's Report

10. Issues and concerns Board members may wish to discuss

End of Agenda

SUWANNEE COUNTY SCHOOL BOARD
EMERGENCY SESSION
February 1, 2023

AGENDA

The Suwannee County School Board met in Emergency Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Tim Alcorn, Norman Crawford, Ed daSilva, and Ronald White, along with Superintendent Ted Roush, Chief Financial Officer Marsha Brown, and Secretary to the Superintendent/School Board Robinette Odom. Attorney Derek Dzwonkowski, with Rumberger, Kirk, and Caldwell, sat in for School Board Attorney Leonard Dietzen, who was absent.

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

MOTION by Mr. Crawford, second by Mr. daSilva, for approval to adopt the agenda. MOTION CARRIED UNANIMOUSLY.

MOTION by Mr. daSilva, second by Mr. Alcorn, for approval of the following contract:

1. The Superintendent recommends approval of Contract #2023-108 for Health Insurance Brokerage/Consulting Services with Acentria Public Risk Partners Corporation d/b/a The Jordan Agency (*NEW*) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.) **(pgs. 2-191)**

   The Superintendent gave background information regarding the need for the contract and reviewed the funding mechanism structure. It was pointed out by Mr. Roush and Mr. Dzwonkowski, for the record, that the terms in the final version of the contract was changed to match the RFP; this revised language was accepted by both parties.

   MOTION CARRIED UNANIMOUSLY

   The Superintendent distributed the Insurance and Benefits Implementation Timeline, which provides a tentative schedule, moving forward.

The meeting adjourned at 6:38 p.m.

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
February 14, 2023

MINUTES

The Suwannee County School Board met in Workshop Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Tim Alcorn, Norman Crawford, Ed daSilva, and Ronald White, along with Superintendent Ted Roush, Board Attorney Leonard Dietzen, Chief Financial Officer Marsha Brown, and Secretary to the Superintendent/School Board Robinette Odom.

Administrators and others present: Jennifer Barrs, Amy Boggus, Tammy Boggus, Michael Braun, Bill Brothers, Ethan Butts, Leigh Fernald, Lisa Garbett, Angel Hill, Malcolm Hines, Michele Howard (arrived at 9:38 a.m.), Terry Huddleston, Elizabeth Johnston, Mary Keen, Dee Dee McManaway, Carl Manna, Lorie Norris (arrived at 10:27 a.m.), Eric Rodriguez, Debra Ross (arrived at 9:25 a.m.), Angie Stuckey, T.J. Vickers, Kelly Waters, Jimmy Wilkerson, Josh Williams, Kelli Williams, and Laura Williams. County Commission Attorney Jimmy Prevatt and Robin White were present during the redistricting proposal/process presentation.

Suwannee High FFA Teachers Buddy and Debra Coleman, as well as students Marlie Moseley, Jennifer Hancock, Maddie Carte, and Brantley Ahrens were present during the Career, Technical, and Adult Education Department update.

Chairman Taylor called the meeting to order at 9:01 a.m. and led the pledge.

Redistricting Proposal and Process .....Leonard Dietzen and
(pgs. 2-13) Jimmy Prevatt

Mr. Prevatt provided a handout; he and Mr. Dietzen gave an overview of the proposal and process. The consensus of the Board was to join with the Board of County Commissioners and share expenses in moving forward with the redistricting process.

Food Service Update .....Malcolm Hines

Mr. Hines and Mr. Braun provided an update to the Board.

Mr. Braun stated participation is improved and that the District is able to claim more funding, but that circumstances are as they were this time last year. He explained that since we are no longer served by U.S. Foods, the District is currently in a 27-county power buying group. Back in August/September, the power-buying group put out an RFP; no one bid to service the group. He stated the group was able to enter into an emergency contract with Purchase Mart through Sysco Services. Mr. Braun stated that there have been issues, but we have been able to move forward successfully. He stated that in a conference call last Friday, he was advised the State has decided the emergency contract cannot continue and must be re-bid; it is unlikely that there will be any bids, which will most likely result in another emergency contract situation. Mr. Braun stated this puts the District back in the situation it just solved a year ago. He further stated the Food Service team has worked very hard; the eight-hour employees do a great job, as do managers, but he believes there are more successful models outside the District that will better serve us. Mr. Braun stated that the District will finish well this school year but the concern is for the future. He recommended going with an organization with more experience.

Mr. Roush commended Mr. Braun for his efforts in improving the Food Service Department balance, stating the District lost almost $300,000 in that account during the previous year.

Mr. Taylor stated he believes it is better to be proactive than reactive. He stated that, based on the circumstances, the choice could be made for the District in the near future, and he doesn't want to be in a reacting situation. Mr. Taylor stated he does not want to go back to the days when the Food Service Department operated in the red.

Mr. Roush advised that by going with any type of food service organization, the situation is immediately improved by stabilizing our funding and buying power. He added that of the counties who have chosen that option, two of which are Wakulla and Jackson, none have said they would go back to non-privatization because of the advantages for employees and students. Mr. Roush stated that if the District has the opportunity to break even or a little over, it would be advantageous. He stated his recommendation would be to put out an RFP, and he asked for the consensus of the Board. He stated if the Board chooses that option, then a committee would review proposals and bring a recommendation to the Board for further review and consideration.

Mr. Roush reminded the Board this would not be a vote on privatization today but rather to gain a general consensus in order to know how to move forward.

Board members expressed concern regarding the ability to feed students under the cirumstances and that it seems to be out of options. There was also concern relating to a tight timeline in developing a plan for next school year.

Mr. Rodriguez stated Mr. Braun has done an outstanding job but disagreed that privatization is the only solution. He believes the District should look outside the box, stating Pilgrim's Pride and local beef/crop farmers could possibly provide options. Mr. Rodriguez stated most school districts do not privatize because of the negative aspects that come with it.

The consensus of the Board was to move forward with the RFP process.

T.E.A.C.H. Scholarship Program ..... Jennifer Barrs and
(pgs. 14-37) Bill Brothers

Mr. Brothers explained the way the program works. He stated the program would be in keeping with the District's effort to grow its own teachers and to help employees get resources/supports through scholarships. He requested direction from the Board as to whether this is something the District would like to be able to offer to employees, and, if so, he will pursue discussion with the United Teachers of Suwannee County (UTSC).

Ms. Barrs commented that implementation of the program would allow the District to hire uncredentialed employees who would agree to obtain their credentials within the year; this would be helpful in keeping them as employees.

Mr. Rodriguez commented that the supplement option contained in the program information would be preferred over the two percent raise and that it sounds like a win/win. Mr. Brothers responded.

The consensus of the Board was to pursue implementation of the program for the District.

Curriculum and Instruction Update ..... Jennifer Barrs

- Amendment to NFC Dual Enrollment Articulation Agreement **(pgs. 38-63)**

Ms. Barrs stated that NFC has received additional funding. She explained the update to the existing agreement will allow dual enrolled students to take summer courses; NFC will pay tuition and book fees. It also provides that students who do not meet the qualifying scores on common placement tests may dual enroll in the Strategies for Academic Success course, if the student has a GPA of at least 3.0.

Ms. Barrs also shared information on the following two items coming up on the Special Meeting agenda:

- Due to the need to make up one storm day, March 27, originally a Professional Development (PD) day on the 2022-2023 School Calendar, now needs to be an instructional day.
- Because of late resignations, three names have been added to the original 2022-2023 Out-of-Field Teachers list, which the Board previously approved on January 24, 2023. (This is an addendum item for the Special Meeting following the workshop.)

Mr. Roush pointed out that this is Ms. Barrs first workshop functioning in her new role as Assistant Superintendent of Instruction.

Career, Technical, and Adult Education ..... Mary Keen
Department Update

Ms. Keen provided updates on the following:

- CTE Month – Introduced SHS culinary and FFA students who spoke regarding the programs they are enrolled in and how it has impacted their career path. The CTE Month Proclamation was read.
- The Career Fair will be held Thursday, February 16, from 9:00 a.m. – 1:30 p.m.
- Board members were sent information regarding the unveiling of apprenticeship programs set for February 27 at 9:00 a.m.
- Board members will be receiving an invitation to the Surgical Technician graduation to be held on Thursday, March 2, at the First Advent Christian Church in Live Oak.

The Superintendent and Board members expressed their appreciation to Ms. Keen, instructors Buddy and Debra Coleman, and students.

FSBIT Update.....Marsha Brown and
Jerry Taylor

Ms. Brown provided the Risk Management Quarterly Report. Along with Mr. Taylor and Ms. Norris, she reviewed the report with the Board.

Superintendent Update ..... Ted Roush

Mr. Roush provided updates on the following:

- Closing on the Branford Woman's Club property is completely in the hands of the Town of Branford at this time; he is hopeful that signatures will be collected by the end of week.
- Regarding the health insurance process, the District is currently conducting rate shopping. Plans are to bring a recommendation to the Board on February 28 in order to adopt an overall benefits booklet. Informational meetings are scheduled for March 6-10.
- Distributed a handout comparing unexcused absences during the same time period from last year to this year. The numbers are slightly better, but there is still room for improvement. He has received positive feedback from the schools and from the Student Services Department that Gary Caldwell is doing a great job in his role to support efforts to reduce truancy. There was discussion regarding secondary students possibly being required to pass a comprehensive exam to demonstrate proficiency in coursework. He stated that a meeting to review the Student Conduct and Discipline Code is coming up; language will be submitted for the Board to consider.
- Considering returning to a seven-period day for the District. Drawbacks to the current six-period day for secondary level include no time to schedule parent/teacher conferences other than between 2:15-3:15 p.m. because there is currently no planning period; a lot of teachers, especially middle age and older, have a hard time with six periods; some administrators report that they are frequently at school until 6:00 or 7:00 p.m. because after school is when faculty has the opportunity to speak to administrators, since they don't have to do so during the school day; there is insufficient time for curriculum/instruction support staff to meet with teachers during the school day. In addition, teachers feel badly that Level I students have core content all day; those students could benefit from a break like P.E. or something similar. The issue will be reviewed further as it relates to staffing, FTE funding, etc., and the Board will be updated at the February 28 meeting.
- Explained the current situation with State ESOL certification requirements for teachers. The District risks the loss of FTE funding ($54 per student) for teachers who are not certified. The District needs to decide how hard of a line to take.

- Distributed copies from the Trespass Folder in First Class showing all persons who are currently "trespassed." He advised that Board members have access to the folder.
- Has been contacted regarding whether the District would be interested in purchasing the old Music Center building, a 6,300 s.f. building on Pinewood Way, for $750,000. The Board did not wish to pursue purchase of the building. Mr. Taylor mentioned the old Rogers property that adjoins Suwannee Middle School, stating he would rather the Board focus on the possible purchase of that property, instead of the old Music Center building. Mr. Roush stated it would be at least six months before the District would inquire on the availability of the property.

The workshop adjourned at 11:52 a.m.

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
February 14, 2023

MINUTES

The Suwannee County School Board met in Special Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were: Chairman Jerry Taylor, Tim Alcorn, Norman Crawford, Ed daSilva (arrived at 12:01 p.m.), and Ronald White, along with Superintendent Ted Roush, Board Attorney Leonard Dietzen, Chief Financial Officer Marsha Brown, and Secretary to the Superintendent/School Board Robinette Odom.

Chairman Taylor called the meeting to order at 12:00 p.m.

MOTION by Mr. Alcorn, second by Mr. Crawford, for approval to adopt the agenda, along with the agenda addendum.

MOTION CARRIED UNANIMOUSLY

(Note: Mr. daSilva is now present at the meeting)

1. MOTION by Mr. White, second by Mr. Alcorn, for approval of the following curriculum item (previously discussed in workshop session):

   a. 2022-2023 School Calendar (*Revised*) **(pgs. 2-3)**

   MOTION CARRIED UNANIMOUSLY

2. MOTION by Mr. daSilva, second by Mr. Crawford, for approval of the following contracts/agreements: (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2023-109	Amendment to 2022-2023 Dual Enrollment Articulation Agreement between the District Board of Trustees of North Florida College and the District School Board of Suwannee County (*Revised*) (NOTE: The original Contract #2023-02 remains in full force and effect, except as amended.) **(pgs. 4-29)**
#2024-01	Master Services Agreement between Windstream and the School Board of Suwannee County, Florida (*Revised/Renewal*) **(pgs. 30-55)**

#2024-02 Master Services Agreement between ENA Services LLC and the Suwannee County School Board, to provide phone and data connectivity services between Branford High School and the IT Department (*New*) **(pgs. 56-80)**

MOTION CARRIED UNANIMOUSLY

3. MOTION by Mr. daSilva, second by Mr. Alcorn, for approval of the following expulsion cases:

   a. **Case #2021-2022-57**: The Superintendent recommends expulsion of the student through the remainder of the 2022-2023 school year and all of the 2023-2024 school year. (*Final Action*)

   b. **Case #2223-13**: The Superintendent recommends expulsion of the student through the remainder of the 2022-2023 school year and all of the 2023-2024 school year. (*Final Action*)

   MOTION CARRIED UNANIMOUSLY

Action on the Agenda Addendum

#1. MOTION by Mr. White, second by Mr. Alcorn, for approval of the Human Resources Transactions Addendum, which is additions to the original Out-of-Field List previously approved at the January 24, 2023 Board meeting, and previously discussed in workshop session **(pg. A2)**.

Additions to Original 2022-2023 Out of Field Teachers February 2023 List Board Approved on January 24, 2023					
Last Name	First Name	School	Assignment	Area of Certification	Out of Field Certification Areas
Adkins	Amber	SMS	MJ Int. Reading	Long Term Substitute	MJ Int. Reading, ESOL
Floyd	Jennifer	SRE	Elementary Education 5th Grade	Long Term Substitute/Intern- College of Education Certification Pending	Elementary Education K-6, ESOL
Wiles	William	BHS	EX of AGRISCI, ORIEN to AGSCI & CP, INTRO to AG & CP	Physical Education K-8, Physical Education 6-12, Social Science 5-9, General Science 5-9, Driver Ed Endorsement	EX of AGRISCI, ORIEN to AGSCI & CP, INTRO to AG & CP

MOTION CARRIED UNANIMOUSLY

End of the Agenda Addendum

The meeting adjourned at 12:14 p.m.

SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
February 28, 2023

MINUTES

The Suwannee County School Board met in Regular Session on this date in the Branford Elementary Media Center, 26801 State Road 247, Branford, Florida. School Board members present were Chairman Jerry Taylor, Tim Alcorn, Norman Crawford, Ed daSilva, and Ronald White, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Marsha Brown, and Secretary to the Superintendent/School Board Robinette Odom.

School Resource Officer Brad Mincks, UTSC President Eric Rodriguez, and Student Ambassador Cash Blalock were also present. Student Ambassador Jake Wooley was absent.

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

Student remarks and pledge to the flag by Branford Elementary School Acts of Random Kindness (ARK) student organization

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

- There were none.

MOTION by Mr. dasilva, second by Mr. Crawford, for approval to adopt the Agenda, with the exception of Item #3 on the Regular Agenda, which was pulled. MOTION CARRIED UNANIMOUSLY

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

CONSENT AGENDA

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

1. Approval of the following Minutes:
   (pgs. 5-26)

January 17, 2023	- Workshop Session
	- Special Meeting
	- Expulsion Hearing
January 24, 2023	- Public Hearing
	- Regular Meeting

2. Approval of the monthly financial statement for January 2023.

3. The following bills for the period January 1-31, 2023:

General Checking Account		
General Fund 1000	$	706,301.98
LCI Fund 3200		50,746.43
Food Service Fund 4100		246,464.46
Federal Fund 4200		54,141.10
Other Cares Act Relief Fund 4420		33,199.59
ESSER II Fund 4430		2,010.00
ESSER III - ARP 4450		275,661.58
OTHER ARP ACT RELIEF 4460		42,656.59
SELF INS - 7110		205.92
	$	1,411,387.65

Payroll Checking Account		
General Fund 1000	$	3,510,770.87
Food Service Fund 4100		133,154.39
Federal Fund 4200		380,119.55
Other Cares Act Relief Fund 4420		3,913.38
ESSER II Fund 4430		29,187.05
ESSER III - ARP 4450		115,247.42
OTHER ARP ACT RELIEF 4460		8,150.32
	$	4,180,542.98

Total	$	5,591,930.63

4. Approval of the following budget amendments for the fiscal year 2022-2023:

General	LCIF	Special Revenues
I-7	III-7	IV-3/ARP
		IV-3/ESSER II
		IV-3/ ESSER III
		IV-6/Federal
		IV-5/Other Cares

5. Approval to accept the following donated item(s):

Site	Item	Donor
SHS (Flag Football)	Cash Donation ($750)	Wood's Family Fitness, Inc.
SHS (Flag Football)	Cash Donation ($750)	North Florida Chiropractic Center, Inc.

6. Approval of the following Controlled Open Enrollment transfers for the 2022-2023 school year. Parents will provide transportation.

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Harrison	Brown	BES	Live Oak	K

7. Approval of Public Official Bonds for the individuals listed below. (These bonds and certificates have been reviewed by Board Attorney Leonard Dietzen.) **(pgs. 27-31)**

Public Official Bonds – Chairman/Vice Chairman
Jerry Taylor, Chairman (November 2022 – November 2023)
Ed daSilva, Vice Chairman (November 2022 – November 2023)

Public Official Bonds – School Board Members
Tim Alcorn (November 2022 – November 2026)
Ed daSilva, (November 2022 – November 2026)
Ronald White (November 2022 – November 2026)

8. Expulsion

a. **Case #2223-27**: The Superintendent recommends expulsion of the student through the remainder of the 2022-2023 school year and all of the 2023-2024 school year. (*Final Action*)

9. Human Resources Transactions **(pgs. 32-38)**

RECOMMENDATIONS FOR THE 2022-2023 SCHOOL YEAR:

SUSPENSION: INSTRUCTIONAL:

Branford High School:
Darrell Curls, Teacher, effective February 6, 2023 through February 8, 2023 *(Without Pay)*

RETIREMENTS: INSTRUCTIONAL:

Branford High School:
Caron Heffner, Teacher, effective June 1, 2023

Karen Koon, Teacher, effective June 30, 2023

Suwannee High School:
Eric Rodriguez, Teacher, effective June 2, 2023

RECOMMENDATIONS: INSTRUCTIONAL:

RIVEROAK Technical College:
June Guy, Instructor (Part-Time Hourly), effective January 3, 2023

Danielle Jones, Instructor (Part-Time Hourly) effective January 3, 2023

Suwannee High School:
Travis Bass, Teacher, effective December 9, 2022
(Received Certification, moving from Long Term Substitute)

Suwannee Middle School:
Amber Adkins, Teacher, (Long Term Substitute), effective February 13, 2023
REPLACES: Lindsey Thomas

Suwannee Riverside Elementary:
Cara Peppers, Teacher, effective January 20, 2023
(Received Certification, moving from Long Term Substitute)

RESIGNATION: INSTRUCTIONAL:

Branford High School:
Ryan Huesman, Teacher, effective February 6, 2023

Suwannee High School:
Frank Hufty, Teacher, effective February 24, 2023

RETIREMENTS: NON-INSTRUCTIONAL:

Branford Elementary School:
Stephanie Whittington, Food Service Worker, effective August 1, 2023

Branford High School:
Reba Hurst, Food Service Manager, effective August 8, 2023

Donna Rightmire, 8 Hour Food Service Worker, effective August 1, 2023

RECOMMENDATIONS: NON-INSTRUCTIONAL:

District Wide:
Mariana Hernandez, Paraprofessional (Migrant Program), effective February 13, 2023
REPLACES: New Position *(Grant Funded)*

Graciela Resendiz, Paraprofessional (Migrant Program), effective February 13, 2023
REPLACES: New Position *(Grant Funded)*

Suwannee High School:
Merlin Leal, Long Term Substitute (Temporary), effective February 13, 2023

Suwannee Riverside Elementary:
Kaylee Baker, Paraprofessional, effective January 31, 2023
REPLACES: Jennifer Floyd

Transportation:
Maria Torres, Bus Driver, effective January 24, 2023
REPLACES: Dana Powers

RESIGNATIONS: NON-INSTRUCTIONAL:

Branford Elementary School:
Dawn Willms, Custodian, effective March 3, 2023

Kelly Tyler, Paraprofessional, effective February 3, 2023

Suwannee Middle School:
Cathy Reed, Food Service Monitor, effective January 20, 2023

Suwannee Riverside Elementary:
Vanessa Isidro, Paraprofessional, effective January 31, 2023

Suwannee Springcrest Elementary:
Mariah Pyle, 8 Hour Food Service Worker, effective February 1, 2023
Haley Snipes, Paraprofessional, effective January 13, 2023

Transportation:
Robert Frayer, Bus Driver, effective January 24, 2023
Kiara Janosh, Bus Driver, effective January 24, 2023

TRANSFERS/REASSIGNMENTS:

NAME:	FROM: SITE/POSITION	TO: SITE/POSITION	REPLACES	EFFECTIVE
Jennifer Floyd	Suwannee Riverside Elem. Paraprofessional	Suwannee Riverside Elem. Teacher *(Long Term Sub.)*	Tammy Atkinson	January 3, 2023
Jennifer York	Transportation Bus Attendant	Suwannee High School Food Service Worker	Toni Garcia	February 1, 2023

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

Branford Elementary School:
Dawn Willms, Custodian, effective September 12, 2022 (4 Hours), October 13, 2022 (5 Hours), November 14, 2022 (5 Hours) and January 5, 2023 (6.5 Hours) for a total of 20.50 Hours

Suwannee Opportunity School:
Edwina Woods, Paraprofessional, effective January 17, 2023 (7.5 hours)

SUPPLEMENTARY:

Employee Name	Position	Location
Emily Beiter	Planning Period Supplement	Branford High School
Katrina Walker-Buis	ESE Teacher – Gifted	Suwannee High School
Erin Cannon	Planning Period Supplement	Branford High School
Balinda Federick	Assistant Softball Coach	Suwannee Middle School
Theodore Frazier	Flag Football Head Coach	Suwannee High School
Robert Griffith	Head Middle School Softball Coach	Branford High School
Ryan Huesman	Ag/FFA Sponsor	Branford High School
Patrick Jernigan	Assistant Baseball Coach	Suwannee Middle School
Merlin Leal	Girls' Head Track Coach	Suwannee High School
Brian Metzger	Planning Period Supplement	Branford High School
Nancy Metzger	Planning Period Supplement	Branford High School
Brad Mincks	Boys' Assistant Soccer Coach	Branford High School
Dana Root	Assistant Middle School Girls' Basketball Coach	Branford High School
Deanna Simpson	Department Head, Grade Chair *(1/2 Year)*	Branford High School
Deanna Simpson	Planning Period Supplement	Branford High School
Lisa Taber	Girls' Varsity Assistant Basketball Coach	Branford High School
Lisa Taber	Girls' Head JV Basketball Coach	Branford High School
*Christopher Thomlinson	Varsity Assistant Baseball Coach	Branford High School
Karen Welch	Planning Period Supplement	Branford High School

**Pending Certification Completion*

MISCELLANEOUS:

Suwannee High School:
Approval for the following to work up to an additional 12 hours with the ACT/SAT Bootcamp:

Marisley Leal-English

District Wide:

Approval of the following employees to work as paraprofessionals in the 21st Century Afterschool program:

Rebecca McCray Taelyn Smith

The following to be approved as Practicum Student Teachers:

Intern	College/University	Cooperating Teacher	School
Molly Buchanan	Florida State University	Keeley Messer	SPE
Kendall Butts	Florida Gateway College	Jenny Clark	SSE
Brooke Carrier	St. Leo University	Stacy Skierski	SRE
Destiny Douglas	Western Governors University	N/A-Observation Hours	SHS
Natalie Ellis	St. Leo University	Kim Mott	SRE
Jennifer Floyd	Florida Gateway College	Krystal Cundiff	SRE
Victoria Henson	St. Leo University	Janell Miracle	SRE
Kelly Hollingsworth	St. Leo University	Laura Roberts	SPE
Nicole Keen	Florida Gateway College	N/A-Observation Hours	SSE
Hannah Knighton	Florida Gateway College	Mandi Howard	BES

Approval of the following to receive the (1 time) Reading Endorsement Supplement:

Jennifer Bonds	Rhoshonda Herring	Susan Ratliff
Emilee Cannon	Holly Marsee	Courtney Sasso
Brooke Cox-Knowles	Jenny McCook	Martha Southerland
Shannon Daniel	Brian Metzger	Sara Voss
Sherry Dean	Nancy Metzger	Tracy Wallace
Timothy Grinstead	Kelly Parker	Kimberly Williams
Melinda Hawthorne	Emilee Rains	Lawanna Zimmermann

SUBSTITUTES:

Approval for Kiara Janosh to serve as a Substitute Bus Driver

VOLUNTEERS:

SHS	Ammundsen	Michael	Clubs, Tennis
BHS/BES	Bates	Senica	Field Trips
BHS	Bates	Tony	Field Trips
SPE	Blanton	Leslie	Field Trips, Classroom, Extra Curricular
BES	Bonnell	Amber	Classroom, Field Trips
BHS/BES	Bradow	Kelly	Field Trips
BHS	Brennan	Jamie	Field Trips, Clubs
BHS	Cadle	Amee	Field Trips
BHS	Cannon	Erin	Classroom, Field Trips, Clubs
BHS	Dachuk	Stacy	Field Trips, Clubs
BHS/BES	Davis	Heather	Field Trips
BHS	Dicks	Lynsee	Field Trips, Clubs
BES	Dove	Sarah	Classroom, Field Trips
BHS/BES	Estep	Casey	APT/Advisory, Classroom, Field Trips, Clubs
BHS/BES	Ferguson	Samantha	Classroom, Field Trips
SMS	Floyd	Amanda	APT/Advisory, Classroom, Field Trips, FFA
SPE	Gamboa	Deanna	Field Trips
BHS	Gardner	Courtnie	Clubs
BHS	Griffith	Erika	Field Trips
BHS/BES	Herring	Amber	APT/Advisory, Classroom, Field Trips, Clubs
BHS	Horn	Tiffany	APT/Advisory, Classroom, Field Trips, Clubs
BHS	Huesman	Kevin	Classroom, Field Trips, Clubs, FFA
SPE/SRE/SSE	Jernigan	Denver	Classroom, Reading Pals
BHS	Johnson	Amy	Clubs
BHS	Johnson	James	Clubs
SHS/SES/SMS	Leak	Rodney	Classroom, Field Trips, Clubs, Basketball, Track
BHS	Malaguti	Jackie	Field Trips
BHS	Malaguti	Michael	Field Trips
BHS	Manley	Dwayne	Clubs
BES	Martinez	Yanet	Field Trips
BES/BHS	McMillan	Chris	Classroom, Field Trips
SPE	Middleton	BobbiJo	Field Trips, Classroom
BHS/BES	Nettles	Michael	Classroom, Field Trips, Clubs
BES	Nettles	Tyson	APT/Advisory, Classroom, Field Trips, Clubs
SMS	Newsom	Carleigh	Classroom, FFA
BHS	Onuska	Kelly	Field Trips
SHS	Pierce	MacKenzie	Clubs, Athletics
BHS/BES	Poore	Laura	APT/Advisory, Field Trips
BHS/BES	Rathel	Whitney	Classroom, Field Trips, Clubs
BES	Ray	Linda	Field Trips
BHS	Roberts	Patricia	Field Trips
BES	Robinson	Alexis	Classroom, Field Trips, Clubs
BHS	Ross	Shana	APT/Advisory, Classroom, Field Trips, Clubs
BHS	Shrock	Erin	Field Trips

SMS	Smith	Jeffrey	Softball
SPE	Spradin	Luke	Classroom, Media Center
SRE	Summers	Allison	Classroom, Reading Pals
BHS	Townsend	Darrell	Clubs
SMS/SSE/SHS	Watson	Joseph	Classroom, Field Trips, FFA
SMS/SSE/SHS	Watson	Quintilla	Classroom, Field Trips, FFA
SSE	Wood	Kathy	Library

End of List
2022-2023
School Year

REGULAR AGENDA

1. Presentation by United Teachers of Suwannee County (UTSC) President Eric Rodriguez and members of the Food Service Department.

   Mr. Rodriguez advised that at the last Board workshop, the topic of food service was discussed. He stated he wished to speak against going forward with a Request for Proposals (RFP), stating there have been mixed results with privatizing. He stated he still believes the District could form a partnership with local producers and continue to manage the food service program. Mr. Rodriguez distributed and reviewed a prepared handout.

   Chairman Taylor asked Mr. Roush to respond. Mr. Roush stated that this matter is currently in the exploratory phase. He further stated that the counties of Santa Rosa, Jackson, Wakulla, Bay, Duval, and Hendry have had phenomenal experience under the direction of a food service company. Mr. Roush stated the RFP is currently out, and proposals will be reviewed. He advised that the RFP has been designed in a way that guards against any employees losing their job; in addition, there would be no cut in wages. Mr. Roush stated that management of the Food Service Department by a food service company would permit the District to experience better and more consistent service. He also stated that the general fund of the District would be insulated in this type of set-up.

2. MOTION by Mr. daSilva, second by Mr. Alcorn, for approval of District participation in the *2023 Commissioner's Academic Challenge*, Florida's high school academic tournament, scheduled for April 21-23, 2023, in the amount of $2,000. MOTION CARRIED UNANIMOUSLY

3. ~~The Superintendent recommends approval of employee health insurance plans for the period of May 1, 2023 – April 30, 2024, as recommended by the Fringe Benefits Committee.~~

4. MOTION by Mr. Crawford, second by Mr. daSilva, for approval of the following individuals to serve as co-chief negotiators on the Suwannee County School District collective bargaining/negotiating team for the remainder of the 2022-2023 fiscal year:

   - Marsha Brown
   - Leonard Dietzen

   MOTION CARRIED UNANIMOUSLY

5. Comments from Student Ambassadors

   Student Ambassador Cash Blalock updated the Board on the status of student organization accomplishments, events, and athletic competitions at Branford High School.

6. Legal Counsel's Report

   - Appreciated the appointment as co-chief negotiator on the collective bargaining/negotiating team; will strive to keep strong relationships.
   - Enjoyed the presentation by the ARK student organization.

7. Superintendent's Report

   Mr. Roush provided updates on the following:
   - Thanked the Branford Elementary and IT administration/staff for their hard work in preparing the media center for tonight's meeting.
   - Explained that Item #3 was pulled because the last two RFPs for major medical/stop-loss were rejected. He stated it is a heavy lift for the District, but we have to get this right for our people; we are on track for the May 1 effective date deadline.

- The EOY calendar is in the works; a link to the calendar should be provided to Board members in the next couple of weeks. Some overlap in events can be expected. The calendar should be checked often in case any events are changed.
- Working hard to get the closing scheduled for the Branford Woman's Club property.

8. Issues and concerns Board members may wish to discuss

- Mr. Alcorn commented on the large touch-screen monitors in the media center that were utilized to display the agenda.

- Mr. Crawford spoke on the following:
  - Thanked Mr. Rodriguez for his presentation, stating there are pros and cons for going to a food service management company.
  - Commended Mr. Braun on doing a great job and stated he knows everyone will get along. He stated that everything is currently working well in the Food Service Department but the projections do not look good. Mr. Crawford further stated everything will be taken into consideration and that the students come first.

- Mr. daSilva spoke on the following:
  - The Board will be meeting with legislators at the upcoming FSBA 36th Annual Day in the Legislature in Tallahassee on March 16. He has been in contact with the offices of Representative Shoaf and Senator Simon, and they will be confirming a time to meet; he will notify Board members. Board members should be checking their emails from Carolyn Thomas at FSBA regarding important issues.
  - Thanked BES for hosting tonight's meeting and enjoyed the presentation by the ARK student organization.

- Mr. White spoke on the following:
  - Questioned Ms. McManaway regarding the status of the Branford Elementary playground equipment. Ms. McManaway advised it is due to be installed over the summer.
  - Thanked Ms. McManaway and staff for hosting the meeting tonight; it is more suitable than the auditorium or cafeteria.
  - Thanked the Board for holding meetings twice per year in Branford.

- Mr. Taylor spoke on the following:
  - Commented that the District is seeking appropriations from the legislature for a new health building at RIVEROAK Technical College.
  - Appreciates that Mr. Rodriguez has a job to do. He believes the District has been transparent and that the people who are handling the food management issue need to be trusted. It is important to listen to the facts and not the hype. Agreed with Mr. Crawford's comments that the best interest of the employees will be considered, but the bottom line is what is best for the kids.

The meeting adjourned at 6:42 p.m.

SUWANNEE COUNTY SCHOOL BOARD
Human Resources Transactions
March 28, 2023

TO: District School Board of Suwannee County

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

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

RECOMMENDATIONS FOR THE 2022-2023 SCHOOL YEAR:

RETIREMENTS: INSTRUCTIONAL:

Branford High School:
Denise Stewart, Teacher, effective July 21, 2023
(Amended from the January 24, 2023 Board Agenda)

RECOMMENDATIONS: INSTRUCTIONAL:

Suwannee High School:
Merlin Leal, Teacher (Long Term Substitute) effective February 13, 2023
REPLACES: Joshua Jacobson

LEAVE OF ABSENCE: MATERNITY:

Branford Elementary School:
Jessica Nipper, Teacher, effective May 8, 2023 through May 30, 2023
(With the option to return sooner if released by her doctor)

Suwannee Riverside Elementary:
Rosa Davis, Teacher, effective March 27, 2023 through May 1, 2023
(With the option to return sooner if released by her doctor)

RETIREMENTS: NON-INSTRUCTIONAL:

Suwannee Springcrest Elementary:
Tina Colvin, Bookkeeper, effective September 9, 2023

Holly Setzer, Paraprofessional, effective October 31, 2023

RECOMMENDATIONS: NON-INSTRUCTIONAL:

Branford Elementary School:
Carla Hollinger, Paraprofessional, effective August 3, 2023
REPLACES: Debbie Yates

Branford High School:
Julia McCall, Paraprofessional, effective March 3, 2023
REPLACES: Kelly Tyler

Suwannee Middle School:
Susan Kirby, Food Service Monitor (Temporary), effective February 16, 2023
REPLACES: Cathy Reed

Suwannee Pineview Elementary:
Maria del Carmen Palomares, Food Service Worker, effective March 6, 2023
REPLACES: Mariah Shearer Pyle

Suwannee Riverside Elementary:
Hannah Wynn, Paraprofessional, effective February 22, 2023
REPLACES: Kaylee Baker

Suwannee Springcrest Elementary:
Danielle Christie, Student Care Attendant, effective February 21, 2022
REPLACES: New Position

RESIGNATIONS: NON-INSTRUCTIONAL:

Suwannee Middle School:
Marie Mace, Teacher, effective February 28, 2023

Transportation:
Damarius McQuay, Bus Driver, effective January 10, 2023

SUPPLEMENTARY:

Employee Name	Position	Location
Cedrick Booth	Boys' JV Head Basketball Coach	Suwannee High School
Olivia Bruening	SkillsUSA Advisor	RIVEROAK Technical College
Kevin Lewis	Girls' Varsity Assistant Basketball Coach	Suwannee High School
Doug Mabey	Boys' Varsity Assistant Soccer Coach	Suwannee High School
Brayden Mercer	SkillsUSA Advisor	RIVEROAK Technical College

MISCELLANEOUS:

District Wide:
Approval for the following to work in the After-School Reading Tutor Program:

Tiffany Cochran

Pre-K Extended Day Program:
Approval for the following to work in the Pre-K Extended Day Program:

Heather Corbin

Alexis Cannon

SUBSTITUTES:

Approval for the following to serve as a Substitute Bus Attendants:

Margarette Barton

Thomas Cramer

VOLUNTEERS:

SPE	Juan Cabrera	Classroom
BES	Tiffany Cochran	Field Trips
BES	Kinleigh Collins	Classroom
BHS	Ryan Combee	Field Trips
BES	Cynthia Dowling	Classroom, Field Trips
BHS/BES	Jason Floyd	Field Trips, Clubs
BHS/BES	Marcie Floyd	Classroom, Field Trips, Clubs
BES	Tamela Gebo	APT/Advisory, Classroom, Field Trips, Clubs
SSE	Kegan Grantham	Field Trips
BES	Alexus Harris	APT/Advisory, Classroom, Field Trips, Clubs
BES/BHS	Edward Harris	Field Trips
BES/BHS	Gracelynn Harris	Field Trips
BHS	Rosanna Holtzclaw	Field Trips
BHS	Timothy Horn	Field Trips
BES	Lacey Humphries	Classroom, Field Trips, Clubs
BES	Jacqueline Jerkins	APT/Advisory, Classroom, Field Trips
SPE	Taiwanna Jernigan	Classroom, Field Trips
BHS	David Jones	Field Trips
BHS/BES	Jessica Jones	Classroom, Field Trips
BES	Vera Knighton	APT/Advisory, Classroom, Field Trips
SPE	Heather Lang	Classroom
BES	Stephanie Lee	Classroom, Field Trips
BHS/BES	Chelsea Lynn	Field Trips
SPE	Amy Ontiveros	Classroom, Field Trips
SSE	Amber Peck	Field Trips
SPE	Enrique Perez	Classroom
SPE	Eva Perez	Classroom
BHS	Cheryl Porter	Classroom, Field Trips, Clubs
SPE	Selena Raymer	Classroom, Field Trips
BHS	Ulises Ricardo	Classroom, Clubs
SSE	Bonnie Robertson	Classroom, Field Trips
SPE	Maria Rosario	Classroom
BES	Marcus Shillito	Field Trips
BES	Angela Walker	Field Trips
BES	Abbie Watkins	Field Trips
BES	Jamie Watkins	Field Trips
SSE	Heather West	Field Trips
SPE	Angela Wheeler	Classroom, Field Trips
BES	Caitlin Wilson	Classroom, Field Trips

End of List
2022-2023
School Year

STUDENT RECORDS 5.19

POLICY:

School Board Rules and procedures for maintaining student records shall be consistent with Florida Statutes, including the "Parents' Bill of Rights", State Board of Education Rules, and Federal Laws relating to Family Educational Rights and Privacy Acts and Privacy Rights of Parents and Students. The Superintendent shall be responsible for interpreting this rule and the school principal shall be responsible for controlling and supervising student records, following all rules on student records, and interpreting rules on student records to the school staff, students, and the community.

I. Procedures on student records shall be approved by the School Board. Included shall be provisions of the Family Educational Rights and Privacy Act requirements relating to the surveying of students, the collecting of information from students for marketing purposes, and certain nonemergency medical examinations.

II. Definitions

A. Education records means records that are directly related to a student and that are maintained by the District or a party acting on behalf of the District, as defined in 20 USC Section 1232g(a)(4).

B. Eligible Student means a student who has reached 18 years of age or is attending a postsecondary institution, at any age.

C. Online educational service means computer software, mobile applications (apps), and web-based tools that students or parents are required to use and access through the internet and as part of a school activity or function.

D. Student means any individual who is or has been in attendance in a district school and regarding whom the District maintains education records.

E. Parent or parents, includes parents or guardians of students who are or have been in attendance at a school or institution.

F. Personally identifiable information or "PII" means information that can be used to distinguish or trace a student's identity either directly or indirectly through linkages with other information, as defined in 34 CFR §99.3. PII

includes, but is not limited to, direct identifiers (such as a student's or other family member's name), indirect identifiers (such as a student's date of birth, place of birth, or mother's maiden name), and other personal identifiers (such as a student's social security number or Florida Education Identifier (FLEID) number. PII also includes information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

G. Therapeutic treatment plan means a plan that identifies the mental health diagnosis, or condition, the therapy or intervention goal(s), the type of school-based mental health intervention, and the school-based mental health services provider responsible for providing the mental health intervention or therapy.

H. Therapy progress notes means notes maintained by a school-based mental health services provider that summarize the focus and progress toward treatment goals(s) of each therapy or intervention session.

I. Third-party vendor or Third-party service provider means any entity, whether public or private, that provides services to the Board through a contract or agreement. The term does not include the Florida Department of Education or the Department's contractors and subcontractors.

III. Parents, as defined by law, and students shall be notified annually of their rights regarding education records.

IV. The District shall not collect or retain information including biometric information restricted by §1002.222, F.S.

V. The District acknowledges important information relating to a minor child should not be withheld inadvertently or purposefully, from the parent, including information relating to the minor child's health, well-being, and education, while the minor child is in the custody of the school district.

VI. Parents have the right to access and review all school records related to the minor child including but not limited to, the right to access school safety and discipline incidents as reported pursuant to section 1006.07 (7) and (9), F.S.

VII. The individual records of children enrolled in the Voluntary Prekindergarten Education Program shall be maintained as confidential records exempt from public records law as required by Florida Statutes.

VIII. A school may release a student's education records to partners to an interagency agreement among the Department of Juvenile Justice, the school, law enforcement authorities and other signatory agencies as allowed by law.

IX. Directory Information. The District shall make available, upon request, certain information known as directory information without prior permission of the parents or eligible student. The District shall charge fees for copies of designated directory information as provided in State law. Directory information means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. The Board designates as student directory information: a student's name; photograph; address; telephone number, if it is a listed number; e-mail address; date and place of birth; participation in officially recognized activities and sports; height and weight, if a member of an athletic team; dates of attendance; grade level; enrollment status; date of graduation or program completion; awards received; and most recent educational agency or institution attended.

A. An annual written notice shall be given to inform parents and eligible students of their rights of access, waiver of access, challenge and hearing, privacy, categories of personally identifiable student information designated as directory information data, and the location and availability of the District's policy on education records of students. Parents or eligible students may, by providing a written statement to the principal within two (2) weeks of the first day of the school year or entry into the school system request that all specific portions of directory information for that specific student not be released.

B. Directory information shall not be provided to any organization for profit-making purposes, unless the request is approved, in a nondiscriminatory manner, by the Superintendent.

C. In accordance with Federal law, the District shall release the names, addresses, District-assigned e-mail addresses (if available), and telephone

listings of students in grades ten through twelve (10-12) to a recruiting officer for any branch of the United States Armed Forces or an institution of higher education who requests such information. Such data shall not be released if the eligible student or student's parents submit a written request not to release such information. The recruiting officer is to sign a form indicating that any information received by the recruiting officer shall be used solely for the purpose of informing students about military service and shall not be released to any person other than individuals within the recruiting services of the Armed Forces. The Superintendent is authorized to charge mailing fees for providing this information to a recruiting officer. A secondary school student or parent of the student may request that the student's name, address, District assigned e-mail address (if available), and telephone listing not be released without parental consent.

X. Information contained in education records must be classified and retained in accordance with F.A.C. 6A-1.0955 and this policy as follows:
   A. Category A: Information for each student which must be kept current while the student is enrolled and retained permanently in the manner prescribed by Section 1001.52(2), F.S.
   B. Category B: Information which is subject to periodic review and elimination when the information is no longer useful in the manner prescribed by Section 1001.52(3), F.S.

XI. Where records are opened to parents or eligible students, schools shall make available a member of the professional staff to interpret the record and shall provide copies upon request and payment of the current District copy rate, which shall not exceed the maximum rate for copies of public records as set forth in F.S. Chapter 119. The copy rate will include the actual reproduction costs and will not include the labor costs for retrieval. The copy rate may be waived by the District.

XII. School officials shall provide requesting parents or eligible students an opportunity for a hearing to challenge the content of their child's or eligible student's school records, to ensure that the records are not inaccurate, misleading, or otherwise in violation of the privacy or other rights of students, and to provide an opportunity for the correction or deletion of any such inaccurate, misleading, or otherwise inappropriate data contained therein.

A. Parent or eligible student may request in writing an informal meeting with the custodian of the record for the purpose of requesting the correction, deletion, or expunction of any inaccurate, misleading, or otherwise inappropriate data or material contained in the student record.

B. If the parties at the informal meeting agree to make deletions, to expunge material, or to add a statement of explanation or rebuttal to the file, such agreement shall be reduced to writing and signed by the parties, and the appropriate school officials shall take the necessary actions to implement the agreement. If an agreement is not reached, notification of the denial and of the right to a formal hearing shall be made in writing to the parent or eligible student with a copy to the Superintendent or designee.

C. Upon the request of a parent or eligible student, a formal hearing shall be held. The hearing shall be requested, in writing, within ten (10) days of the written notice of denial at the informal meeting, to the Superintendent or designee, who shall appoint a hearing officer. The hearing officer may be any official of the school system with no direct interest in the outcome of the hearing. The hearing officer shall convene and conduct the hearing and shall render a decision in writing to all concerned parties within ten (10) days of the conclusion of the hearing. Such hearing shall be held within a reasonable period of time but in no case shall be held more than thirty (30) days from the date of the written request.

D. The parents or eligible student, and officials of the school shall be afforded a full and fair opportunity to present evidence relevant to the issue(s) raised. The hearing shall be recorded and available to all parties. However, the record of such hearings are exempt from disclosure under F.S. Chapter 119.

E. If the decision of the hearing officer is that the records are not inaccurate, misleading, or otherwise in violation of privacy rights, the parent or eligible student shall be allowed to comment in writing on the information in the education record and set forth any reasons for disagreeing with the decision. This written response shall be filed in the education records of the student.

XIII. Student information that is confidential and exempt shall not be released except when authorized by §1002.221, F.S.

XIV. Disclosure of Personally Identifiable Information (PII)

A. Prior Written Consent

1. Prior written consent of the parent or eligible student shall be obtained prior to disclosing PII of the student other than directory information. The written consent shall include: signature of the parent or eligible student; date; specification of records or information to be disclosed; purpose of the disclosure; and the party or class of parties to whom a disclosure is to be made.

2. Disclosures of PII of the student will be made only on the condition that the party or parties to whom the information is disclosed shall not disclose the information to any other party without prior written consent of the parent or eligible student, as appropriate. PII of a student disclosed to an institution, agency, or organization may be used by its officers, employees, and agents, but only for the purpose for which the disclosure was made. The District presumes the parent or eligible student has the authority to grant permission for disclosure of PII of a student unless the District has been provided with evidence that there is a legally binding instrument or State law or court order governing such matters as divorce, separation, or custody which provides to the contrary.

B. Without Prior Written Consent

1. PII or records of a student may be released to the following persons or organizations without the prior written consent of the eligible student or the student's parent:
    a. Officials of schools, school systems, career centers, or public postsecondary educational institutions in which the student seeks or intends to enroll; and a copy of such records or reports shall be furnished to the parent or student upon request.
    b. Other school officials, including teachers within the educational institution or agency, who have a legitimate

educational interest in the information contained in the records.

2. The United States Secretary of Education, the Director of the National Institute of Education, the Assistant Secretary for Education, the Comptroller General of the United States, or State or local educational authorities who are authorized to receive such information subject to the conditions set forth in applicable Federal statutes and regulations of the United States Department of Education, or in applicable State statutes and rules of the State Board of Education.

3. While the disclosure of PII without consent is allowed under the audit exception, it is recommended that whenever possible the administration either release de-identified information or remove the students' names and social security identification numbers to reduce the risk of unauthorized disclosure of PII.

4. Any entity receiving PII pursuant to a study, audit, evaluation or enforcement/compliance activity must comply with all FERPA regulations. Further, the entity must enter into a written agreement with the Board delineating its responsibilities in safeguarding the disclosed information. Specifically, the entity must demonstrate the existence of a sound data security plan or data stewardship program, and must also provide assurances that the PII will not be re-disclosed without prior authorization from the Board. Further, the entity conducting the study, audit, evaluation or enforcement/compliance activity is required to destroy the disclosed information once it is no longer needed or when the timeframe for the activity has ended, as specified in its written agreement with the Board.

XV. Student records may be disclosed to a court of competent jurisdiction in compliance with an order of that court or the attorney of record in accordance with a lawfully issued subpoena, upon the condition that the student and the student's parents are notified of the order or subpoena in advance of compliance therewith by the educational institution or agency.

XVI. If the District initiates legal action (a lawsuit) against a parent, or if the parent initiates legal action against the District. In such circumstances, the District may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the District to proceed with legal action as the plaintiff or to defend itself.

XVII. Record of Disclosures. A record of any requests or disclosures of PII of a student shall be maintained except for disclosures to the parent or eligible student; disclosure of directory information; or to any other school officials with a legitimate educational interest. The record of requests for disclosure shall include the following: the parties who have requested or obtained personally identifiable student information, the legitimate interests of the persons requesting or obtaining the information, and date parental/eligible student consent was obtained.

XVIII. Disclosures for Health or Safety Emergencies. In the event of a health or safety emergency, disclosure of PII of a student may be made by school officials. Such emergency situations shall be declared in writing to the Superintendent by a recognized legal official with authority to declare such emergency. The declaration of a health or safety emergency shall include the need for specific personally identifiable student information, the time requirements for the information, and the parties to whom the information is disclosed who are responsible for utilizing the information to deal with the emergency.

XIX. Transfer of Student Records. District, upon receiving a written request for another school, public or private, within or out of State, shall transfer within three (3) school days the records of the student.

A. The records to be transferred shall include:

1. Category A and B (including disciplinary records with respect to suspension and expulsion) records as defined by Rule 6A-1.0955 F.A.C.

2. Verified reports of serious or recurrent behavior patterns, including substantive and transient threat assessment evaluations and intervention services; and

3. Psychological evaluations, including therapeutic treatment plans and therapy or progress notes created or maintained by School District or charter school staff, as appropriate.

4. Non-threats as described in F.A.C. 6A-1.0955 must not be transferred with a student's educational record, unless one of the following conditions are met:

   a. The parent of the student who was the subject of a non-threat finding requests that the record be retained in the student's file; or

   b. The threat assessment team has made a determination that the non-threat finding must be retained in order to ensure the continued safety of the school community or to ensure the well-being of the student. Such determination and reasoning for maintaining the record must be documented with the non-threat finding. When this determination is made, the threat assessment team must re-evaluate the decision on an annual basis to determine if the record is no longer useful. The student's age and length of time since the original assessment must be considered in those evaluations.

XX. Reporting of student database information shall comply with these safeguards.

A. Data reported to the Florida Department of Education shall not disclose a student's name or identity unless required by Florida Statutes;

B. Data shall not be stored in a single file or released in such a manner that a complete student profile can be reported unless specified by Florida Statutes; and,

C. Data shall be protected from unauthorized use at all times.

XXI. Social security numbers may be collected from students

A. To be used as student identification numbers as required by 1008.386, F.S., until the Department of Education has issued a student identification number;

B. To facilitate the processing of student scholarships, college admission, and other applications; and

C. For other purposes when consent of the parent or adult student is granted.

XXII. Required use of online educational services by students and parents. In order to protect a student's PII from potential misuse and in order to protect students from data mining or targeting for marketing or other commercial purposes, the Board requires the review and approval of any online educational service that students or their parents are required to use as part of a school activity (1) regardless of whether there is a written agreement governing student use, (2) whether or not the online educational service is free, and (3) even if the use of the online educational service is unique to specific classes or courses. The following requirements also apply to online educational services:

i. The Superintendent is responsible for reviewing the online educational service's terms of service and privacy policy for compliance with State and Federal privacy laws, including FERPA and its implementing regulations, the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. 6501-6506, and F.S. 1002.22;
ii. The Superintendent is responsible for the review and approval of online educational services that will be required for students to use;
iii. Parents and eligible students will be notified via phone, email or txt any time they are required to use an online educational service that collects student PII;
iv. If student PII will be collected by the online educational service, parents and eligible students will be provided notification regarding the information that will be collected, how it will be used, when and how it will be destroyed, and the terms of re-disclosure.

XXIII. The Board will not utilize any online educational service that will share or sell a student's PII for commercial purposes without providing parents a means to either consent or disapprove.

XXIV. If a student is required to use an online educational service, the Board will include on its website a description of the student PII that may be collected, how it will be used, when it will be destroyed and the terms of re-disclosure. The website will also include a link to the online educational service's terms of service and privacy policy, if publicly available.

XXV. Contracts or agreements with third-party vendors. All contracts or agreements executed by or on behalf of the Board with a third-party vendor or a third-party service provider must protect the privacy of education records and student PII contained therein. Any agreement that provides for the disclosure or use of student PII must:

i. require compliance with FERPA, its implementing regulations, and F.S. 1002.22;

ii. where applicable, require compliance with COPPA, 15 U.S.C. 6501-6506, and its implementing regulations; ensure that only the student PII necessary for the service being provided will be disclosed to the third party;

iii. prohibit disclosure or re-disclosure of student PII unless one of the conditions set forth in F.A.C. 6A 1.0955(11)(b) has been met.

iv. Contracts or agreements with a third-party vendor or third-party service provider may permit the disclosure of student PII to the third party only where one or more of the following conditions has been met:

1. the disclosure is authorized by FERPA and 34 CFR §99.31;
2. the disclosure is authorized by the Board's directory information provisions set forth in this policy and implemented in accordance with FERPA and 34 CFR §99.37; or
3. the disclosure is authorized by written consent of an eligible student or parent. Consent must include, at a minimum, an explanation of who the student PII would be disclosed to, how it would be used, and whether re-disclosure is permitted. Any re-disclosure must meet the requirements of F.A.C. Rule 6A-1.0955(11)(b) and this policy.

STATUTORY AUTHORITY: 1001.41; 1001.42, F.S.

LAWS IMPLEMENTED: 119.07(1); 119.071; 1001.43; 1001.52; 1002.22; 1002.221, 1002.222, **1002.72,** 1003.25; 1008.386, **1014, et. Seq., F.S.; F.A.C. 6A-1.0955;** F.S.
20 USC§ 1232g (34 CFR PART 99) pl 103-382 (34 CFR PART 99)

P.L. 103-382 (34 CFR PAR 99); 20 USC 1400 et. seq., Individuals with Disabilities Act; Privacy Rights of Parents and Students – P.L. 90-247

STATE BOARD OF EDUCATION RULE(S): 6a-1.0955

History:	Adopted: Revision Date(s): 5/25, 2010, 3/22, 2011, 1/27/2015, 10/27/2020, 4/27/2021, 10/26/2021 Formerly: JO

USE OF BATHROOMS AND CHANGING FACILITIES 5.60

I. To the extent permitted by law, each multiple-occupancy bathroom or changing facility owned or operated by the District shall be designated for and used only by persons based on the person's biological sex. This policy does not prohibit the District from providing reasonable accommodations, upon request, to any student who has a need or desire for increased privacy, regardless of the underlying reason.

II. In accordance with law, a person's biological sex is identified on the person's official birth certificate provided the statement was:

A. Entered at or near the time of the person's birth; or

B. Modified only to the extent necessary to correct any type of scrivener or clerical error in the person's biological sex.

III. For the purposes of this policy, "multiple-occupancy bathroom or changing facility" means a location where a person may reasonably be in a state of undress, including a restroom, locker room, or shower room. Also, for purposes of this policy, "multiple-occupancy bathroom or changing facility" means a location designed or designated to be used by more than one individual at a time, where a person may be in a state of undress in the presence of another person, regardless of whether the facility provides curtains or partial walls for privacy. The term includes but is not limited to a school restroom, locker room, changing room, or shower room.

IV. The provisions of this section shall not apply to individuals entering a multiple-occupancy restroom or changing area designated for use by the opposite sex, when the purpose for entering the room is:

A. For custodial, maintenance or inspection purposes; or

B. To render emergency medical assistance.

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.

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

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

HEALTH INSURANCE PREMIUMS 6.321

POLICY:

I. The School Board may pay an employee's normal health insurance contribution as provided herein:

A. The health insurance premium for one (1) month may be paid when an employee enters a non-pay leave status. The employee shall be provided an opportunity to continue the total health insurance payment, after the School Board's one (1) month contribution, for a period not to exceed twelve (12) months while on non-pay leave status.

B. The health insurance premium may be paid when an employee enters a non-pay leave status involving a worker's compensation claim.

C. The normal contribution shall be paid until the employee is released to return to work or a settlement is reached in the worker's compensation case through regular channels.

D. Any employee who is on unpaid sick leave or unpaid approved family leave will receive up to a maximum of twelve (12) weeks of Board portion of health insurance per insurance fiscal year. This rule is in compliance with the Family and Medical Leave Act of 1993. Twelve (12) weeks will equal six (6) cumulative Board portions which will occur when missing six (6) paychecks with Board portions.

E. School Board members and employees who are a Florida resident and a member of the Florida National Guard or a reserve in any branch of the United States military and who are

called into active military duty are entitled to health insurance pursuant to the provisions and conditions prescribed in Section 250.341, Florida Statutes.

F. The School Board shall not pay the contribution for dependents who are included in the employee's health insurance premium. This contribution shall be paid by the employee.

G. Retired Suwannee School Board personnel and their eligible dependents may continue to participate in the current group health insurance program of the District provided the person enrolls immediately upon retirement from active employment with the School Board and continues without interruption. Retirement shall mean application for and receipt of retirement benefits under any Florida Retirement System plan. An employee who retires under the Public Employee Optional Retirement Program (PEORP) shall be considered a retiree if he/she meets the age and service requirements defined in 112.0801, F.S. The health insurance coverage shall be identical to that offered to School Board employees. Health insurance premiums for continued participation shall be paid by the retiree unless eligible for an employee contribution as stipulated in the collective bargaining agreement.

STATUTORY AUTHORITY: 1001.41; 1012.22; 1012.23, F.S.

LAWS IMPLEMENTED: 112.0801; 250.341; 1001.43, F.S.

History:	Adopted: Revision Date(s): 10/26/10 Formerly: GCBC; GDBC

ONLINE EDUCATIONAL SERVICES AGREEMENTS/CONTRACTS 7.40*+

POLICY:

The District is committed to maintaining the privacy and security of student data and teacher and principal data and will follow all applicable laws and regulations for the handling and storage of this data in the District and when disclosing or releasing it to others, including, but not limited to, third-party contractors. The District adopts this policy to implement the requirements of state and federal privacy laws, including FERPA and its implementing regulations, the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. §§6501-6506, 20 U.S.C. Section 1232g(a)(4) and personally identifiable information ("PII") as defined in 34 CFR §99.3, and Section 1002.22, F.S., F.A.C. §6A-1.0955(9) as well as to align the District's data privacy and security practices.

This procedure is required whether or not there is a written agreement governing student use, and whether or not the online educational service is free. This procedure is required even if the use of the online educational service is unique to specific classes or courses. Prior to entering into an online educational services agreement, the following review and approval procedure shall be followed.

1. Definitions:

    a. "Commercial or marketing purpose" means the sale of student data; or its use or disclosure for purposes of receiving remuneration, whether directly or indirectly; the use of student data for advertising purposes, or to develop, improve, or market products or services to students.

    b. "Contract or other written agreement" means a binding agreement between an educational agency and a third-party, which includes, but is not limited to, an agreement created in electronic form and signed with an electronic or digital signature or a click-wrap agreement that is used with software licenses, downloaded, and/or online applications and transactions for educational technologies and other technologies in which a user must agree to terms and conditions prior to using the product or service.

    c. "Disclose" or "disclosure" means to permit access to, or the release, transfer, or other communication of personally identifiable information

by any means, including oral, written, or electronic, whether intended or unintended.

d. "Education records" means an education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 USC Section 1232g and 34 CFR Part 99, respectively.

e. "Educational agency" means a school district, school, or charter school.

f. "Eligible student" means a student who is eighteen years or older.

g. "Online educational service" means computer software, mobile applications (apps), and web-based tools that students or parents are required to use and access through the internet and as part of a school activity or function. Examples include online services that students or parents use to access class readings, assignments, or videos, to view learning progression, or to complete assignments. This does not include online services that students or parents may use in their personal capacity or to online services that districts or schools may use to which students or parents do not have access, such as a district student information system.

h. "Parent" means a parent, legal guardian, or person in parental relation to a student.

i. "Personally identifiable information" or "PII" as applied to student data means information that can be used to distinguish or trace a student's identity either directly or indirectly through linkages with other information, as defined in 34 CFR §99.3. PII includes, but is not limited to direct identifiers (such as a student's or other family member's name), indirect identifiers (such as a student's date of birth, place of birth, or mother's maiden name), and other personal identifiers (such as a student's social security number or Florida Education Identifier (FLEID) number). PII also includes information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. It also includes data as applied to teacher or principal data.

j. "Principal" means a building principal subject to annual performance evaluation review

k. "Release" has the same meaning as disclosure or disclose.

l. "Student" means any person who is or has been in attendance in a district school and regarding whom the District maintains education records.

m. "Student data" means personally identifiable information (PII) from the student records of an educational agency.

n. "Teacher" means a teacher subject to annual performance evaluation review

o. "Teacher or principal data" means personally identifiable information from the records of an educational agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release pursuant to 1012.31, F.S.

p. "Third-party contractor/service provider/vendor" means any person or entity, other than an educational agency, whether public or private, that receives student data or teacher or principal data from an educational agency pursuant to a contract or other written agreement for purposes of providing services to the educational agency, including but not limited to data management or storage services, conducting studies for or on behalf of the educational agency, or audit or evaluation of publicly funded programs. This term will include an educational partnership organization that receives student and/or teacher or principal data from a school district to carry out its responsibilities and is not an educational agency, and a not-for-profit corporation or other nonprofit organization, other than an educational agency. The term does not include the Florida Department of Education or the Department's contractors and subcontractors.

q. "Unauthorized disclosure" or "unauthorized release" means any disclosure or release not permitted by federal or state statute or regulation, any lawful contract or written agreement, or that does not respond to a lawful order of a court or tribunal or other lawful order.

2. Data Collection Transparency and Restrictions

As part of its commitment to maintaining the privacy and security of student data and teacher and principal data, the District will take steps to minimize its collection, processing, and transmission of PII. Additionally, the District will:

a. Not sell PII nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so unless authorized.

b. Ensure that it has provisions in its contracts with third-party contractors or in separate data sharing and confidentiality agreements that require the confidentiality of shared student data or teacher or principal data be maintained in accordance with law, regulation, and District policy.

c. Any agreement for online educational services shall contain an explicit prohibition against sharing or selling a student's PII for commercial purposes without providing parents a means to either consent or disapprove.

d. This disclosure prohibition does not prevent the purchase, merger, or other type of acquisition of a third party provider or online educational service by another entity, provided that the successor entity continues to be subject to the provisions of this rule with respect to previously acquired PII.

e. If student PII will be collected by the online educational service, the Superintendent shall establish procedures for notifying parents and eligible students of information that will be collected, how it will be used, when and how it will be destroyed, and the terms of re-disclosure, if any.

3. Data Protection and Terms of Service

Prior to submitting any online services agreement or contract to the School Board for approval, the Superintendent, or designee shall:

a. Designate a person or persons responsible for the review and approval of online educational services that are required for students to use.

b. Ensure the online educational service's terms of service and privacy comply with state and federal privacy laws, including FERPA and its

implementing regulations, the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. ss. 6501-6506, and Section 1002.22, F.S.

c. Ensure the Online Educational Services Agreement contains an explicit prohibition against sharing or selling a student's PII for commercial purposes.

d. Establish procedures for notifying parents and eligible students if student PII will be collected by the online educational service on how it will be collected, how it will be used, when and how it will be destroyed, and the terms of re-disclosure, if any.

e. Ensure the service or application is inventoried and evaluated, and supports the schools' and districts broader mission and goals.

4. District Data Privacy

The District will protect the privacy of PII by:

a. Ensuring that every use and disclosure of PII by the District benefits students and the District by considering, among other criteria, whether the use and/or disclosure will:

b. Improve academic achievement;

c. Empower parents and students with information; and/or

d. Advance efficient and effective school operations.

e. Not including PII in public reports or other public documents.

5. The District affords all protections under FERPA and the Individuals with Disabilities Education Act and their implementing regulations to parents or eligible students, where applicable.

6. Click-Wrap Agreements

Periodically, District staff may wish to use software, applications, or other technologies in which the user must "click" a button or box to agree to certain online terms of service prior to using the software, application, or other technology. These are known as "click-wrap agreements" and are considered legally binding "contracts or other written agreements".

a. District staff are prohibited from using software, applications, or other technologies pursuant to a click-wrap agreement in which the third-party contractor receives student data or teacher or principal data from the District unless they have received prior approval from the Superintendent, or designee.

b. The District will develop and implement procedures requiring prior review and approval for staff use of any software, applications, or other technologies pursuant to click-wrap agreements.

7. Notice:

For any online educational service that a student is required to use, the district will provide notice on its website of the PII information that may be collected, how it will be used, when it will be destroyed and the terms of re-disclosure. This notice will include a link to the online educational service's terms of service and privacy policy, if publicly available.

8. Compliance:

Pursuant to this policy any online educational service provided through a Third-party vendor or Third-party service provider must be by the school board. An employee's failure to follow this policy may result in disciplinary proceedings, up to and including termination.

9. Parent/Guardian Notice:

a. The use of any non-approved online educational software, web-based tools or mobile applications on district provided devices may result in the student's PII being disclosed and not protected.

b. Students shall only use School Board approved online educational software, web-based tools or mobile applications on district provided devices. The use of any non-approved online educational software, web-based tools or mobile applications on district provided devices may result in disciplinary proceedings, up to and including expulsion.

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

LAW(S) IMPLEMENTED: **1001.22; 1001.21; F.S.**

20 U.S.C. s. 1232g(a)(4); 15 U.S.C. ss. 6501-6506

34 CFR §99.3;

F. A.C. § 6A-1.0955

HISTORY: **ADOPTED:**

FORMERLY

Suwannee County School Board through RIVEROAK Technical College
AFFILIATION AGREEMENT

This Agreement is made and entered into this the 28th day of March 2023, by and between the Suwannee County School Board through RIVEROAK Technical College (hereinafter referred to as "College") and Trenton Medical Center, Inc., d/b/a Palms Medical Group (hereinafter referred to as "PMG") for the purpose of providing learning opportunities for Pharmacy Technician, Practical Nursing.

WHEREAS the College operates as RIVEROAK Technical College program to provide students with instruction and training in Pharmacy Technician, and Practical Nursing (hereinafter referred to as "Program").

WHEREAS, to satisfy the requirements of the Program, students are required to undertake and obtain clinical training and experience in the field to learn to apply the principles of classroom instruction;

WHEREAS, the College provides such clinical training through arrangements with facilities whereby the students in the Program obtain clinical experience through observing and participating in skills as defined in the scope of practice of student's educational program with patients at clinical facilities and hospitals, and

WHEREAS, the College desires to engage in a clinical education program using the facilities of PMG.

NOW, THEREFORE, the parties hereto agree as follows:

1. **College agrees:**

   a. That the College will be responsible for and will directly control the didactic education of students by providing competent faculty for the planning and implementation of curriculum, teaching, guidance, supervision, and evaluation of the students.

   b. The personnel of PMG will retain overall responsibility for providing patient care to all patients in the areas where students are assigned.

   c. That the faculty and students will work in accordance with all of PMG's policies and procedures in making plans for observation and/or practice in the Program.

   d. That necessary books, periodicals, and teaching materials needed will be provided for its educational Program.

   e. That the College will submit to PMG three weeks prior to the beginning of each clinical rotation, a schedule indicating the number and names of students who will be

participating and the name of the faculty who will be supervising the students during their rotation. In addition, the College will provide annually to PMG a listing of the general time periods for which the facility may be utilized. College acknowledges and agrees that PMG may place limitations on both the number of students that may participate in any rotation and any facility utilization.

f. That clinical assignments will be planned by the faculty of the College in consultation with a representative of PMG.

g. That the faculty of the College and a designee of PMG will cooperate in the ongoing evaluation of the clinical rotation for students at PMG and in addition, that the students, faculty, and the staff of PMG will work together to provide and maintain an environment which provides safe and quality patient care as well as quality student learning opportunities.

h. That faculty from the College will provide direct supervision of students whenever students are at PMG or will provide indirect supervision for students engaged in a mutually agreeable practicum experience with a designated preceptor at PMG.

i. That faculty of the College will initiate and/or participate in group conferences as mutually agreed upon with a designee of PMG for the purpose of discussing objectives of the learning experiences and student performance in caring for patients.

j. That during the term of this Agreement the College shall endeavor to maintain approval and accreditation standards accepted and required by the appropriate national and regional accrediting bodies.

k. That all students will have met health and immunization requirements as required by PMG.

l. That all students will have complied with the any drug screening policies of PMG at the sole cost of the College and/or student.

m. That all students will participate in HIPAA and OSHA training related to bloodborne pathogens.

n. That all students will have satisfied PMG's requirements for a background check upon admission and for any subsequent checks if requested to include the following:

- Florida Level I or Level II Background Screening as requested by PMG.
- National Healthcare Fraud & Abuse Scan (OIG, GSA, state and federal Medicare and Medicaid exclusion lists)

The College agrees to notify PMG of any student with an adverse finding on his/her background check. In the event that the College requests that PMG arrange for student background screening, the College acknowledges and agrees that any costs shall be the

responsibility of the College and/or student.

o. That all students will sign an addendum to the teaching agreement accepting all terms and conditions.

2. PMG agrees:

a. To make available to the faculty and students of the College, the clinical facilities of PMG as mutually agreed upon by PMG and the College.

b. To provide conference room space and use of any available instructional materials, insofar as is possible.

c. To provide resources, opportunities, staff time, and cooperation in planning for the educational Program with the faculty as requested insofar as is possible.

d. To inform the faculty of changes in policies and procedures, as they pertain to and affect the students and faculty of the College, participating in clinical rotations at PMG.

e. To provide as needed, orientation of faculty members of the College to the philosophies and policies of the facility.

f. To assist the faculty in orienting the College students to the facility by provision of an orientation program on a mutually agreed upon date by PMG and the College prior to the beginning of each group of students' clinical rotation throughout the calendar year, as requested.

g. That PMG is responsible for care and supervision of the services rendered to its patients and that the College faculty will be responsible for the education of the students.

h. To provide emergency medical care to College students and faculty in the event of an accident or illness that occurs during clinical rotations. The cost of such care shall be borne by the individual receiving the care.

i. PMG acknowledges and agrees that the information provided by College, or others on behalf of College, that directly relates to any College student, including, but without limitation, academic information (e.g., coursework, grades, degrees earned, performance in other external rotations); professional information, (e.g., licenses obtained, suspension, revocation); training and/or certifications (e.g., CPR, OSHA/Bloodborne pathogen); health information (e.g., Hepatitis, TB Testing); health and other insurance information and, the results of any criminal background check and/or drug testing/treatment information, hereinafter ("student information") is protected by the Family Educational Rights and Privacy Act (FERPA). PMG represents and certifies that it will (1) protect the confidentiality of all student

information; and will not, except with the written consent of the student, (2) use student information for any purpose other than to carry out the purposes of this agreement; or (3) disclose student information except to authorized individuals within its organization who have a legitimate need to know student information in order to carry out the purposes of this agreement.

3. The College's students shall:

a. Abide by existing policies, rules, and regulations of PMG and the College.

b. Be responsible for their own meals during clinical hours.

c. Assume responsibility for personal illness occurring during clinical hours.

d. Be responsible for their own transportation to and from the clinical area and during clinical hours.

e. Wear uniforms or other attire acceptable to the College and PMG during clinical hours.

f. Wear college name tags at all times during their clinical rotation at PMG.

g. Respect the confidential nature of all information which may come to them with regard to patients and patient records.

h. Review only those records of assigned patients who have agreed to participate in the student's clinical rotation. All other patient information and records are to be considered confidential and therefore privileged information.

4. GENERAL AGREEMENTS BETWEEN THE PARTIES

a. This Agreement will be effective for a period of one (1) year beginning March 28, 2023, and ending on March 28, 2024, and shall automatically renew for periods of one (1) year until terminated by either party in accordance with the terms of this Agreement.

b. This Agreement may be modified by mutual consent at any time or may be terminated by either party with or without cause by submitting notice of such intent in writing at least thirty (30) days in advance. Such termination shall not take effect with regard to students assigned to PMG until the end of the term in which the termination occurs if feasible.

c. That neither the College nor PMG will discriminate against any student on the basis of race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age, genetic information, qualified protected veteran status or qualified disability pursuant to any and all applicable federal and state acts and laws

that pertain to discrimination relating to students. In the event that PMG becomes aware of a potential claim of harassment or discrimination, including sexual assault or sexual violence, involving a student, PMG agrees that it will immediately notify the College and cooperate with the College in any resulting investigation.

d. While performing its duties and obligations hereunder, each party shall, and shall cause its personnel, agents, and subcontractors to, comply with all federal, state, and local laws and regulations that apply to healthcare billing and to the confidentiality and security of patient information, including the federal Health Insurance Portability and Accountability Act of 1996 as amended ("HIPAA"), which are now in force or which may hereafter be in force, if applicable. Each party shall also comply with all applicable requirements and plans PMG may issue as part of PMG's HIPAA and third-party payor compliance Program. The parties agree that if necessary, they shall amend this Agreement to comply with or effectuate HIPAA and the regulations issued thereunder or any additional federal, state, or local third-party payor regulations.

e. Parties represent that neither they nor their respective personnel, agents, or subcontractors are currently under investigation or debarred from participating in a third-party payor program, including but not limited to Medicare or Medicaid. Further, each party will inform the other party if such investigation or debarment occurs during the term of this agreement. Debarment of either party is grounds for termination of this Agreement by the other party.

f. In the performance of the duties and obligations under this agreement, it is mutually understood and agreed that the College, its employees, agents, servants, and students are not employees or agents of PMG. The sole interest and responsibility of PMG is to assure that the services covered by this agreement shall be performed and rendered in a competent, efficient, and satisfactory manner. The responsibility, control, and direction over the methods by which the College personnel and students perform clinical duties and services shall be the responsibility of the College. All applicable provisions of laws, rules and regulations, policies and procedures of PMG and other rules and regulations of any and all governmental entities shall be fully complied with by all parties hereto. Nothing herein contained shall be deemed to create the relationship of employer and employee, master and servant, or principal and agent. PMG shall not withhold any sums for income tax, social security, unemployment insurance, or any other employee withholding, nor will PMG offer any "employee benefits." It is understood that the students, in the performance of their requirements under this agreement, are not deemed to be employees of either PMG or the College but are in a student relationship only with the College.

g. Cooperation of Parties. The College and PMG agree to cooperate with regard to:

   i. Complying with applicable non-discrimination laws.

   ii. For the initial term and any renewal term of this agreement and after termination of the agreement, the parties to this agreement, their agents, servants, and

employees shall cooperate with each other or their insurers in the prosecution or defense of any claim arising from or in any way connected with performance of duties and obligations pursuant to this agreement. Each party, their agents, servants, and employees shall attend hearings and trials and shall assist in effecting attendance of witnesses in the conduct of any lawsuits.

h. To the extent and limits required by Florida Law, the College shall maintain, for the term of this agreement, professional liability coverage insuring its employees, agents, servants, and students. As evidence of such coverage, College will furnish to PMG, upon request, a certificate of insurance. Failure of College to obtain and maintain such coverage shall be grounds for immediate termination of this agreement. Nothing herein shall revoke, limit, or otherwise modify the College's sovereign immunity under Florida law, including, but not limited to, the protections in section 768.28, Florida Statutes.

PMG will obtain and maintain throughout the term of this agreement or any renewal thereof, general, and professional liability coverage insuring, itself and its employees with limits of liability coverage of not less than not less than One Million Dollars ($1 million) per occurrence and Two Million Dollars ($2 million) aggregate and an umbrella with an additional Two Million Dollars ($2 million). Failure of PMG to obtain and maintain such coverage shall be grounds for immediate termination of this agreement.

i. PMG shall have the right, in its sole discretion, to withdraw from the clinical rotation any student whose performance is unsatisfactory, who fails to meet or comply with the requirements set forth herein, or whose behavior is disruptive or detrimental to PMG or its patients.

j. All notices, requests, demands, and other communications required or permitted under this agreement shall be in writing and shall be deemed to have been given if delivered or mailed, first class, postage prepaid as follows, unless otherwise designated in writing:

If to Palms Medical Group	If to Suwannee County School Board
Carrie Loeffler, VP of Human Resources	Ted L. Roush, Superintendent of Schools
23343 NW County Road 236	1740 Ohio Avenue, South
High Springs, FL 32643	Live Oak, FL 32064
Phone No: (352) 463-4520	Phone No: (386) 647-4600
E-mail: HR@palmsmg.org	E-mail: superintendent@suwannee.k12.fl.us

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

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

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

B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
   (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

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

D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

m. **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.

n. **Governing Law and Venue.** This agreement shall be governed by and construed in accordance with the laws of the state of Florida without reference to its principals of conflicts or choice of law. Venue for any action brought pursuant to this Agreement shall lie exclusively in Suwannee County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date and year first written above.

TRENTON MEDICAL CENTER, INC.

BY: _____
Signature

Print Name: Anita H. Rembert

Title: Chief Executive Officer

Date: _____

SUWANNEE COUNTY SCHOOL BOARD

BY: _____
Signature

Print Name: Jerry Taylor

Title: Board Chairman

Date: _____

BY: _____
Signature

Print Name: Ted L. Roush

Title: Superintendent of Schools

Date: _____

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

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, LORIE NORRIS, RISK MANAGER, AT 386-647-4608, LORIE.NORRIS@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE, SOUTH, LIVE OAK, FL 32064.

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

SUWANNEE COUNTY SCHOOLS
OBJECTION TO THE USE OF A SPECIFIC MATERIAL FORM

The following information is required concerning all challenged materials:

Author, compiler, or editor _____

Publisher _____

Title _____

Reason(s) for objection _____

_____

_____

_____

_____

_____

_____

_____

_____

Page number(s) for each item challenged _____

Parent/Resident's Name _____ Telephone Number _____

Parent/Resident's Address _____

_____

Signature of Parent/Resident Date

SCSB Form #7200-012

Approved 9/1991
Revised 11/10/00, 6/23/15, xx-xx-xxxx

Suwannee County School District
Controlled Open Enrollment Application

School Year Requested _____

Student's Name:_____ DOB:_____ Grade Level:_____ Today's Date: _____

Current School District:_____ Current School:_____ School's Phone # _____

Parent/Guardian Name:_____ Phone# _____

Home Mailing Address:_____ City:_____ Zip: _____

School Choice Options – Please circle preference(s).

Please select two schools. If your first choice is unavailable, you will automatically be considered for your second choice. If neither of your choice requests are approved, you will remain at your home-zoned school. You will receive written notification of your application status.

1st Choice: SHS BHS SMS BES SSE SRE SPE **2nd Choice:** SHS BHS SMS BES SSE SRE SPE

Special Considerations – Check all that apply.

- ☐ Student is a dependent child of active military personnel whose move resulted from military orders.
- ☐ Student is in foster care placement and as a result has been relocated in a different school zone.
- ☐ Student is in court-ordered custody placement due to parental separation or divorce, or serious illness or death of parent or guardian.
- ☐ Student's brother(s)/sister(s) is/are ***currently enrolled*** in a Suwannee County school.

  List name(s) of ***currently enrolled*** sibling(s) and their school(s):

Sibling's Name	School

- ☐ Student has brother(s)/sister(s) ***applying*** to attend the same choice school(s) requested above.

  List names of siblings ***applying*** to attend the **same** school(s) requested above: _____

Hardship

- ☐ Student's family member is an employee of the Suwannee County School District. Employee's Name: _____

  Relationship to Student: _____
- ☐ Student is currently enrolled in a Suwannee County school as a resident of Suwannee County but has moved to an out-of-county residence and wishes to continue attending a Suwannee County school.
- ☐ Other extenuating circumstances. Briefly explain: _____

_____

Acknowledgment– I have read, understand, and agree to the following:

1. I have been provided a copy of the "Suwannee County School District Controlled Open Enrollment Plan".
2. I understand that a separate controlled open enrollment application must be submitted for each student.
3. I understand that the parent/guardian is responsible for providing transportation, and out-of-county students may ride Suwannee County school buses under the following conditions:
   a) the student boards the bus at an established, approved bus stop; and b) the bus has available seats.
4. I understand that, if approved, the above-named applicant may remain at the approved school until he/she completes the highest grade level at that school. The student will be required to re-apply during controlled open enrollment when he/she transitions to a new school in the district grades 5-6 and/or 8-9 (Live Oak only). Approval is not guaranteed.
5. I understand that once enrolled, the student's attendance may be revoked during the school year due to poor attendance, lack of academic progress, discipline issues, and/or failure of student/parent to comply with District policies.

_____	_____	_____
Signature of Parent/Guardian	Signature of Superintendent/Designee	Date of School Board Approval

~~Office Use only:~~ _____ ~~Approved~~ _____ ~~Denied~~ ~~Date:~~ _____