SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARINGS
December 12, 2023

AGENDA

Call to Order – 5:15 p.m.

1. Final review of additions and revisions to the Suwannee County School District Elementary and Secondary Student Progression Plans for 2023-2024. (Copies are available for review in the office of the Assistant Superintendent of Instruction.)

Adjourn

Call to Order – 5:30 p.m.

1. Final review of proposed rule relating to redistricting of Suwannee County School Board districts in accordance with the approved map and boundaries described in Suwannee County Board of County Commissioners Resolution No. 2023-24 on August 15, 2023. (Copies are available for review in the office of the Assistant Superintendent of Administration.)

Adjourn

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SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
December 12, 2023

AGENDA

Call to Order – 6:00 p.m.

Student remarks and pledge to the flag by Suwannee Riverside Elementary

Special Recognition by the Superintendent

- HCA Florida Lake City Hospital
  - Appreciation for providing monetary donation to the RIVEROAK Technical College Practical Nursing Program

Anyone present may approach the Board concerning any item on this agenda, in accordance with the following Citizen Input information:

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.

CONSENT AGENDA

The Superintendent recommends approval of the Consent 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. 7-24)**

   November 14, 2023 - Workshop Session
   - Expulsion Hearing
   - Reorganization Meeting
   - Regular Meeting

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

3. The Superintendent presents the following bills for the period November 1-30, 2023:

General Checking Account	
General Fund 1000	$492,918.39
LCI Fund 3200	173,534.15
Food Service Fund 4100	275,195.43
Federal Fund 4200	84,348.85
ESSER II Fund 4430	31,029.87
ESSER III - ARP 4450	29,506.06
OTHER ARP ACT RELIEF 4460	3,535.17
SELF INS - 7110	$172.37
Payroll Checking Account	
General Fund 1000	$3,716,065.16
Food Service Fund 4100	117,581.56
Federal Fund 4200	409,024.69
ESSER III - ARP 4450	98,976.90
Total	$5,431,888.60

4. The Superintendent recommends approval of the following budget amendments for fiscal year 2023-2024:

General	LCIF	Special Revenues
I-5	III-5	IV-5/Federal
		IV-4/Food Service

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

#2024-71 Engagement Agreement between Rumberger, Kirk, and Caldwell P.A. and Suwannee County School District for legal services *(Renewal/Revised)* **(pgs. 25-32)**

#2024-73	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Herndon Consulting Services, LLC to provide medical office management services (*Renewal/Revised*) **(pgs. 33-62)**
#2024-75	Sentinel Scholars Collegiate Academy Memorandum of Understanding between North Florida College and Suwannee County School District for dual enrollment purposes (*Renewal/Revised*) **(pgs. 63-84)**

6. The Superintendent recommends approval to accept the following donated items:

Site	Item	Donor
SHS Wrestling	Cash Donation ($5,000)	Suwannee Education Foundation
SHS Football Charter bus transportation	Cash Donation ($11,406)	Suwannee Quarterback Club

7. The Superintendent presents for informational purposes an out-of-state trip for Suwannee High School FFA students to attend the 76th Annual Arizona National Livestock Show in Phoenix, Arizona, December 29, 2023 – January 1, 2024. (*Funded by FFA Chapters, Alumni, CAPE funds, and students*)

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

Name	Site	Date	Reason	Destination
Buddy Coleman	SHS	12/29/23-1/1/24	76th Annual Arizona National Livestock Show	Phoenix, AZ

(*Funded by FFA Chapters, Alumni, and CAPE funds)*

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

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Aarahiben	Thakor	Suwannee	Hamilton	2

10. Human Resources Transactions **(pgs. 85-89)**

REGULAR AGENDA

1. The Superintendent recommends approval of additions and revisions to the Suwannee County School District Elementary Student Progression Plan and the Suwannee County School District Secondary Student Progression Plan for 2023-2024. (Copies are available for review in the office of the Director of Curriculum and Instruction.)

2. The Superintendent recommends approval of proposed rule relating to redistricting of Suwannee County School Board districts in accordance with the approved map and boundaries described in Suwannee County Board of County Commissioners Resolution No. 2023-24 on August 15, 2023. (Copies are available for review in the office of the Assistant Superintendent of Administration.)

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

#3.06	Safe and Secure Schools **(pgs. 90-104)**
#3.13	School Volunteers **(pgs. 105-107)**
#3.22	Internet Safety **(pgs. 108-116)**
#4.26	AI Acceptable Use **(pgs. 117-119)**
#4.27	Operation of UAV (Drones) **(pgs. 120-123)**
#5.13	Zero Tolerance **(pgs. 124-129)**
#5.15	Administration of Medication **(pgs. 130-135)**
#5.19	Student Records **(pgs. 136-148)**
#5.40	Children of Military Families **(pg. 149)**
#6.216	Deferred Retirement Option (DROP) **(pgs. 150-153)**
#6.39	Report of Misconduct **(pgs. 154-158)**
#7.40	Online Educational Services Agreements/Contracts **(pgs. 159-166)**

#8.04 Emergency Drills **(pgs. 167-168)**

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

   #2024-70 Athletic Training and Service Agreement between Suwannee County School Board and the University of Florida Board of Trustees (*New*) **(pgs. 169-182)**

   #2024-74 Suwannee County School Board Professional/Technical Services Agreement between the School Board and Southern Loving Care, Inc. to provide medical office secretarial services (*New*) **(pgs. 183-196)**

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

   a. 2023-2024 School Calendar (*Revised*) **(pgs. 197-198)**

6. The Superintendent recommends approval of the following form:

   #7200-145 Non-Instructional Athletic Coach Acknowledgement (*New*) **(pgs. 199-200)**

7. The Superintendent recommends approval of the Suwannee County School Board Internal Accounts Audit for fiscal year end June 30, 2023.

8. Comments from Student Ambassadors

9. Legal Counsel's Report

10. Superintendent's Report

11. Issues and concerns Board members may wish to discuss

End of Agenda

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
November 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, Norman Crawford, Ed daSilva, and Ronald White (arrived 9:07 a.m.), along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Executive Officer Marsha Brown, and Secretary to the Superintendent/School Board Robinette Odom. School Board member Tim Alcorn was absent.

Administrators and others present: Jennifer Barrs, Amy Boggus, Tammy Boggus, Bill Brothers (arrived at 9:03 a.m.), Ethan Butts (arrived at 10:08 a.m.), Jimmy Cherry (arrived at 1:18 p.m.), Leigh Fernald, Lisa Garbett, Ronnie Gray, Angel Hill, Malcolm Hines, Michele Howard, Terry Huddleston, Elizabeth Johnston, Mary Keen (arrived at 9:28 a.m.), Jeff Lee, Audrey Marshall, Dee Dee McManaway, Lorie Norris (arrived at 1:03 p.m.), Kecia Robinson, Keith Stavig, Angie Stuckey, Marsha Tedder, Kelly Waters, Jimmy Wilkerson (arrived at 9:24 a.m.), and Josh Williams.

Also present was UTSC President Misty Ward.

Chairman Taylor called the workshop to order at 9:00 a.m. and led the pledge.

Assistant Superintendent of Administration .....Malcolm Hines
Department Update

- Policies (**pgs. 2-89**)

Mr. Hines reviewed the following policies:

#3.06	Safe and Secure Schools
#3.13	School Volunteers
#3.22	Internet Safety
#4.12	Instructional Materials
#4.13	Educational Materials
#4.26	Artificial Intelligence Acceptable Use
#4.27	Operation of Unmanned Aerial Vehicles (Drones)

#5.13	Zero Tolerance
#5.15	Administration of Medication
#5.19	Student Records
#5.40	Children of Military Families
#6.39	Report of Misconduct
#8.04	Emergency Drills

The workshop recessed at 10:27 a.m. and resumed at 10:33 a.m.

Assistant Superintendent of Instruction .....Jennifer Barrs
Department Update

- 2024-2025 School Calendar **(pgs. 90-95)**

Ms. Barrs reviewed the two options submitted by the Calendar Committee. She stated the committee recommends Option #1, which proposes April 14-18, 2025 for Spring Break.

She also provided and discussed the DOE School Grades for the 2022-2023 Transition Year handout.

Curriculum and Instruction Department Update.....Tammy Boggus

- 2023-2024 Elementary Student Progression Plan
- 2023-2024 Secondary Student Progression Plan

Ms. Boggus provided and reviewed changes to each Plan.

Facilities Department Update.....Ethan Butts

- Five Year Facilities Work Plan

Mr. Butts provided a PowerPoint presentation and distributed handouts regarding the Five Year Facilities Work Plan.

The workshop recessed for lunch at 12:00 p.m. and resumed at 1:03 p.m.

(Note: Mr. Roush and Mr. Dietzen returned to the workshop at 1:08 p.m.; Mr. White returned to the workshop at 1:10 p.m.)

1:03 p.m. Risk Management Update.....Lorie Norris

- FSBIT

Ms. Norris provided and reviewed the quarterly Risk Management Report. She also updated the Board on current litigation cases.

Employee Workplace Safety Program Update.....Lorie Norris
(pgs. 96-159)

Ms. Norris provided a Summary of Revisions and reviewed changes.

Superintendent Update ..... Ted Roush

Mr. Roush provided the following updates:

- Reminded the Board of the Reorganization Meeting at 5:30 p.m.
- Brought the Board up to speed on the RIVEROAK Technical College expansion project.
- Gave a status report on the Employee Wellness Center; visits have greatly increased.
- Provided a handout regarding password hacking from a recent NEFEC meeting.
- Shared a YouTube video from a recent National Dropout Prevention meeting regarding artificial intelligence.

The workshop adjourned at 1:48 p.m.

SUWANNEE COUNTY SCHOOL BOARD
REORGANIZATION MEETING
November 14, 2023

MINUTES

The Suwannee County School Board held a Reorganization Meeting 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, Jerry Taylor, 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.

Mr. Taylor and Mr. White arrived late, due to inclement weather. Therefore, Superintendent Roush called the meeting to order at 5:39 p.m.

Superintendent Presiding

1. Election of School Board Officers to serve through November 2024.

   Nomination by Mr. daSilva, second by Mr. Crawford, for Mr. Taylor to serve as Chairman through November 2024. MOTION CARRIED UNANIMOUSLY

   Nomination by Mr. Crawford, second by Mr. Alcorn, for Mr. daSilva to serve as Vice Chairman through November 2024. MOTION CARRIED UNANIMOUSLY

Chairman Presiding

2. Establishment of official meeting dates and times through November 2024.

   MOTION by Mr. Alcorn, second by Mr. Crawford, to continue holding regular monthly Board meetings on the fourth Tuesday of each month at 6:00 p.m., and monthly Board workshops on the second Tuesday of each month at 9:00 a.m. in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida, with the exception of February and October 2024 regular monthly Board meetings, which will be held at Branford Elementary or Branford High School in Branford, Florida. MOTION CARRIED UNANIMOUSLY

3. Selection of one School Board member to serve as the Small School District Council Consortium (SSDCC) School Board Designee for our District.

   Nomination by Mr. Alcorn, second by Mr. Crawford, for Mr. daSilva to serve as the Small School District Council Consortium (SSDCC) School Board Designee for our District. MOTION CARRIED UNANIMOUSLY

The meeting adjourned at 5:44 p.m.

SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
November 14, 2023

MINUTES

The Suwannee County School Board met in Regular 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, School Board Attorney Leonard Dietzen, Chief Financial Officer Marsha Brown, and Secretary to the Superintendent/School Board Robinette Odom.

School Resource Officer Rashard Fleming, UTSC President Misty Ward, and Student Ambassadors Ainsley Irby and Audrey Lord were also present.

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

Student remarks and pledge to the flag by Suwannee High School FFA student organization

<u>Special Recognition by the Superintendent</u>

- African American Development Council – Yvonne Scott, President
  - ➢ Certificate of Appreciation for providing scholarships to Suwannee County students

2023 State FFA Convention Winners

Suwannee Middle School

Lindsleigh Carte	-	State FFA Star Discovery Degree Finalist
Kimberly Tanner	-	Alumni Essay Finalist

Suwannee High School

Landon Bates	-	Finalist in Ag Sales and Services Proficiency Award
	-	Member of Third Place State Livestock Evaluation Team
Maddie Carte	-	Awarded State FFA Degree
	-	Finalist in State Star Farmer
	-	Finalist for Beef Entrepreneurship Proficiency Award
	-	Second Place in Extemporaneous Public Speaking
Gracie Fletcher	-	Awarded State FFA Degree
	-	Member of Third Place State Livestock Evaluation Team
Aubrey Reppert	-	Member of Third Place State Livestock Evaluation Team
Kati Taylor	-	State Winner for Specialty Crop Production Proficiency
	-	Member of Third Place State Livestock Evaluation Team
Suwannee FFA Alumni Chapter	-	Outstanding FFA Alumni Chapter
Suwannee FFA Chapter	-	Florida's Finest Award
	-	SAE Award
Suwannee Junior FFA Chapter	-	Premier FFA Chapter

Perfect Scores on 2023 Spring FAST

Suwannee Riverside Elementary

Camila Hidalgo Vega - Grade 4 FAST Mathematics Assessment

Suwannee Springcrest Elementary

Tatum Brooks - Grade 4 FAST Mathematics Assessment

Lillian Pellicer - Grade 5 FAST ELA Reading Assessment

Suwannee Middle School

Logan Cromwell - Grade 8 Statewide Science Assessment

Garren Dixon - Grade 8 Statewide Science Assessment

Zakhari Moore - Civics EOC Assessment

Amelia Simpson - Civics EOC Assessment

Nicole Vargas - Grade 8 Statewide Science Assessment

Lillian Wachter - Civics EOC Assessment

Cooper Williams - Grade Statewide Science Assessment

Suwannee High School

Lola Ballard - Grade 10 FAST ELA Reading Assessment

Christopher Caldwell - Biology 1 EOC Assessment

Emma Dean - Biology 1 EOC Assessment

Jonas Jernigan - Biology 1 EOC Assessment

Evan McMillan - Biology 1 EOC Assessment

Quinton Moore - Biology 1 EOC Assessment

Kale Neely - U.S. History EOC Assessment

Clarence Ross - FSAA Geometry EOC Assessment

Issac Starling - U.S. History EOC Assessment

Anyone present may approach the Board concerning any item on this agenda, in accordance with the following Citizen Input information:

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 was none.

The Superintendent recommends approval to adopt the Agenda.

CONSENT AGENDA

MOTION by Mr. daSilva, second by Mr. Alcorn, for approval of the Consent Agenda, with the following changes:

- Under Item #5, amend Contract #2024-67 PAYMENT TO CONSULTANT from $6,000 per month ($72,000 annually) to $6,250 per month ($75,000 annually).
- Under Item #9, add the effective date of November 6, 2023, for Benjamin Monroe and Sarra Tillman.

MOTION CARRIED UNANIMOUSLY

(Note: Mr. White left the meeting at 6:26 p.m. and was not present for this vote; he returned to the meeting at 6:29 p.m. for Item #2 on the Regular Agenda)

Board members may pull any item on the Consent Agenda for discussion and separate action.

1. Approval of the following Minutes:
   (pgs. 9-35)

   October 10, 2023 - Workshop Session
   - Special Meeting

October 24, 2023 - Workshop Session
- Public Hearing
- Regular Meeting

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

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

General Checking Account	
General Fund 1000	$938,207.88
LCI Fund 3200	171,999.90
Food Service Fund 4100	268,510.63
Federal Fund 4200	118,026.74
ESSER II Fund 4430	38,905.35
ESSER III - ARP 4450	81,052.14
OTHER ARP ACT RELIEF 4460	$72,790.34
	$1,689,492.98

Payroll Checking Account	
General Fund 1000	$3,579,346.06
Food Service Fund 4100	122,844.11
Federal Fund 4200	413,468.97
ESSER II Fund 4430	3,025.26
ESSER III - ARP 4450	98,484.78
OTHER ARP ACT RELIEF 4460	$3,861.04
	$4,221,030.22

Total	$5,910,523.20

4. Approval of the following budget amendments for fiscal year 2023-2024:

General	LCIF	Special Revenues
I-4	III-4	IV-2/ARP
		IV-4/ESSER II
		IV-2/ESSER III
		IV-4/Federal
		IV-3/Food Service

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

#2024-67	Consulting Agreement between Key Innovative Solutions and the Suwannee County School Board to develop a strategic proposal to create opportunities to address the current and prospective workforce needs (*Renewal/Revised*) **(pgs. 36-45)**
#2024-68	Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Andres R. Villar, MD PA d/b/a Children's Medical Center, Branford, Lake City, and Live Oak, Florida (*Renewal*) **(pgs. 46-52)**

6. Approval to accept the following donated items:

Site	Item	Donor
RTC Practical Nursing Program	Cash Donation ($5,000)	HCA Florida Lake City Hospital
SHS Girls Basketball	Cash Donation ($1,625)	Hibbett Sports
SHS Boys Basketball	Cash Donation ($1,625)	Hibbett Sports

7. Approval of the following Controlled Open Enrollment transfer for the 2023-2024 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Gloria	Gilliam	Suwannee	Lafayette	12

8. Expulsion

a. **Case #2324-07**: The Superintendent recommends expulsion of the student through the remainder of the 2023-2024 school year and all of the 2024-2025 school year. (*Final Action*)

9. Human Resources Transactions **(pgs. 53-57)**

RECOMMENDATIONS FOR THE 2023-2024 SCHOOL YEAR:

RESIGNATION: INSTRUCTIONAL:

Suwannee High School:
Steve Carney, Teacher, effective July 31, 2023

CAREER AND TECHNICAL EDUCATION:

RIVEROAK Technical College:
Heymi Jimenez — Night-Time CASAS Test Administrator (Substitute)

RECOMMENDATIONS: NON-INSTRUCTIONAL:

Facilities:
Benjamin Monroe, Maintenance Grounds Keeper, effective November 6, 2023
REPLACES: New Position

Suwannee Middle School:
Laura Humphries, Paraprofessional, effective October 25, 2023
REPLACES: Kendall Croft

Suwannee Pineview Elementary:
Daniella Isidro, Paraprofessional, effective October 24, 2023
REPLACES: Kayla Thomas

Suwannee Springcrest Elementary:
Sarra Tillman, Paraprofessional (Temporary), effective November 6, 2023
REPLACES: New Position

RESIGNATION: NON-INSTRUCTIONAL:

Suwannee Middle School:
Kendall Croft, Paraprofessional, effective October 20, 2023

LEAVE OF ABSENCE: (MEDICAL):

Branford Elementary School:
Robert Yates, Food Service Worker, effective November 1, 2023, until released by his doctor

SUPPLEMENTARY:

Employee Name	Position	Location
Kenneth Fedak	Girls' Head Soccer Coach	Suwannee High School
James Johnson	Girls' Assistant Varsity Basketball Coach	Branford High School
Stephanie Paglialunga	Girls' Assistant Soccer Coach	Branford High School

MISCELANEOUS:

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

Sandra Winburn

Approval for the following to work in the Intensive Afterschool and Weekend Academies for the remainder of the 2023-2024 School Year (Grant Funded)

BHS
Bethany Byrd
Karen Braun
Erin Cannon
Amanda Clark
Erin Clary
Eleanor Coker
Carlos Diaz
Hannah George
Emily Graham
Monica Jackson
Lindsey Jones
Christian Lane
Brian Metzger
Nancy Metzger
Stephanee Phillips
Deanne Simpson

SMS
Dan Skelly
Cristina Herrington
Holly McMillan

SHS
Neena Brown-Thomas

VOLUNTEERS:

BES	Erica Allen	Classroom, Field Trips
BES	Joshua Allen	Classroom, Field Trips
SPE	Alesha Banks	APT/Advisory, Classroom, Field Trips, Clubs
SPE	Gracyn Berry	Classroom
SSE	Marolyn Black	Classroom, Field Trips
SSE	Erika Broad	Classroom, Field Trips
BES	Teresa Conger	APT/Advisory, Classroom
SSE	Jena Conine	Classroom, Field Trips
BES	Lisa Copeland	Field Trips
SSE	Alan Croft	Classroom
SSE	Jennifer Curls	Classroom, Field Trips
SSE	John Curls	Classroom, Field Trips
BES	Farren Daniel	APT/Advisory, Classroom, Field Trips
BHS	David Danko	Clubs, Soccer
SSE	Brittany Deaton	Field Trips
BES	Michele Demers	Field Trips
SSE	John Dukes	Field Trips
SSE	Miranda Ely	Classroom, Field Trips
BES	Veronica Esparza	Classroom, Field Trips
SSE	Aleandrea Ferrer	Classroom, Field Trips
BES	Joshua Fitzpatrick	Classroom, Field Trips
SSE	Clenton Flowers	Field Trips
BES	Cindy Forsyth	Classroom, Field Trips
BES	Courtnie Gardner	Field Trips
BES	Sarah Garrett	APT/Advisory, Classroom, Field Trips
BES	Tamela Gebo	Classroom, Field Trips, Clubs
BES	Garry Goetzman	Field Trips
BES	Kathy Goetzman	Field Trips
BES	Laura Goss	APT/Advisory, Classroom, Field Trips, Clubs
SSE	Ciera Gray	Field Trips
SSE	Desser Hammer	Classroom, Field Trips
BES	Alexus Harris	Field Trips
SSE	Shawntiqua Hart	Field Trips
BHS	Carly Herring	Field Trips, Clubs, Dance, Golf
BES	Georgette Hillard	Classroom, Field Trips, Clubs
BHS	Bridget Jacobs	Classroom, Field Trips
BES/BHS	Jodi Johns	Classroom, Field Trips, Clubs
BES/BHS	Joseph Johns	Field Trips
BES	Miranda Jones	APT/Advisory, Classroom, Field Trips

SSE	Holly Kinsey	Classroom, Field Trips
SSE	Raleigh Kinsey	Classroom, Field Trips
SSE	Randy Knight	Classroom, Field Trips
SPE	Samantha Lee	Classroom, Field Trips, Art
BES	Dustin Leighton	Classroom, Field Trips
SPE	Julia Liles	Classroom
SSE	Don Martin	Classroom, Field Trips
SSE	Thomas McDonald	Classroom, Field Trips
BHS	Alan McGriff	Clubs, Soccer
BES	Heather Mcinnis	APT/Advisory, Field Trips
BES	Katelyn Miller	APT/Advisory, Classroom, Field Trips
BES	Catrina Molloy	APT/Advisory, Classroom, Field Trips, Clubs
SSE	Theresa Moore	APT/Advisory, Classroom, Field Trips, Clubs
BES/BHS	Lyndsi Nahabetian	APT/Advisory, Classroom, Field Trips, Clubs
BES/BHS	Karen Ann Norton	APT/Advisory, Classroom, Field Trips, Clubs
SSE	Oriana Olguin	Field Trips
BHS	Stephanie Paglialunga	Clubs, Soccer
SPE	Yanisleidis Palmo Escobar	Classroom, Field Trips
BES	Judith Patton	Classroom, Reading PALS
BES	Michelle Pierce	Classroom, Field Trips
SPE	Alma Rangel	Classroom, Field Trips
SSE	Samantha Raulerson	Field Trips
BES	Yolanda Rivera	Field Trips
SSE	Tina Roberts-Hammock	APT/Advisory, Classroom, Field Trips, Clubs
BES	Alexis Robinson	Classroom, Field Trips, Clubs
BHS	Juan Sandoval	Clubs, Soccer
BHS	Perry Sauls	Clubs, Soccer
BES	Kelly Skawienski	Field Trips
SPE	Kasee Suggs	Classroom, Field Trips
SSE	Lisa Sweet	Classrom, Field Trips
SSE	Genita Thomas	Field Trips
SSE	Harley Williams	Field Trips
SSE	Travis Wyatt	Classroom, Field Trips

End of List
2023-2024
School Year

REGULAR AGENDA

1. MOTION by Mr. Crawford, second by Mr. daSilva, for approval to advertise additions and revisions to the Suwannee County School District Elementary Student Progression Plan and the Suwannee County School District Secondary Student Progression Plan for 2023-2024. (Copies are available for review in the office of the Director of Curriculum and Instruction.) MOTION CARRIED UNANIMOUSLY

   (Note: Mr. White left the meeting at 6:26 p.m. and was not present for this vote; he returned to the meeting at 6:29 p.m. for Item #2 on the Regular Agenda)

2. MOTION by Mr. Alcorn, second by Mr. White, for approval to advertise the redistricting of Suwannee County School Board districts in accordance with the map and boundaries described in Suwannee County Board of County Commissioners Resolution No. 2023-24; approved on August 15, 2023. (A copy is available for review in the office of the Assistant Superintendent of Administration.) MOTION CARRIED four to one; Mr. Crawford voted NO.

3. MOTION by Mr. Crawford, second by Mr. daSilva, for approval of the following contract/agreement for the 2023-2024 school year (NEW): (Note: This contract has been reviewed and approved as to form and sufficiency by Board Attorney Leonard Dietzen.)

   #2024-69 ClarityRx Client Agreement between the Suwannee County School Board and Express Scripts, Inc. to provide Pharmacy Benefit Manager (PBM) services. (*New*) **(pgs. 58-64)**

   MOTION CARRIED UNANIMOUSLY

4. MOTION by Mr. daSilva, second by Mr. Crawford, for approval of the following curriculum item:

   a. 2024-2025 School Calendar (*Option #1 previously discussed in workshop session*) MOTION CARRIED UNANIMOUSLY

5. MOTION by Mr. Alcorn, second by Mr. White, for approval of the following personnel item for the 2023-2024 school year:

   a. Increase the duty day for the two, 10-month Mental Health Counselor positions from 7.5 hours to 8 hours per day, effective November 14, 2023. (Funding source: Mental Health Allocation)

   MOTION CARRIED UNANIMOUSLY

6. MOTION by Mr. Crawford, second by Mr. daSilva, for approval of the RIVEROAK Technical College Strategic Plan for July 2023 – June 2028. **(pgs. 65-71)** MOTION CARRIED UNANIMOUSLY

7. MOTION by Mr. daSilva, second by Mr. Alcorn, for approval of the Employee Workplace Safety Manual (*previously discussed in workshop session*). (A copy is available in the office of the Director of School Safety and Other Administrative Services.) MOTION CARRIED UNANIMOUSLY

8. MOTION by Mr. daSilva, second by Mr. Crawford, for approval of the Florida Department of Education Five Year Facilities Work Plan for the fiscal year 2023-2024 (*previously discussed in workshop session*). (A copy is available in the office of the Director of Facilities.) MOTION CARRIED UNANIMOUSLY

9. Discussion and action regarding the selection and appointment of a School Board member to serve as the District's trustee on the Florida School Boards Insurance Trust (FSBIT) for the 2023-2024 school year.

   MOTION by Mr. daSilva, second by Mr. Crawford, for Mr. Taylor to continue serving as the District's trustee on the FSBIT for the 2023-2024 school year.

   MOTION CARRIED UNANIMOUSLY

10. Comments from Student Ambassadors

    Student Ambassadors Ainsley Irby and Audrey Lord updated the Board on current events and activities in their respective schools and communities. Further details will be gathered regarding reports of possible mold at both schools, and will be investigated.

11. Legal Counsel's Report – no legal matters to report.

Mr. Dietzen congratulated Mr. Taylor on being elected as chairman and complimented him on his many years of leadership ability.

He also responded to Mr. White's inquiry regarding acquisition of the Branford Woman's Club property.

12. Superintendent's Report

Mr. Roush reported on the following:

- Thanked Mr. Taylor for continuing to serve as the District's FSBIT trustee and thanked the Board for allowing him to do so.
- Reminded Board members they can review the Athletic Schedules folder in First Class for upcoming events.
- Provided an update regarding the recent Fringe Benefits Committee meeting.
- Distributed the list of 2023-2024 School-Related Employees of the Year for each school and site and stated the recognition reception will be held on Thursday, February 1, at 6:00 p.m., at the Suwannee County Coliseum.
- Wished everyone a Happy Thanksgiving.
- Recognized Laura Williams as the NEFEC Resiliency Award winner for the month of October.

13. Issues and concerns Board members may wish to discuss

Board members wished everyone a happy, safe Thanksgiving.

Mr. daSilva questioned Mr. Roush regarding the new school starting times implemented this school year. Mr. Roush responded that the new time schedule has gone well. Mr. daSilva discussed the upcoming deregulation legislation. Mr. Roush advised he is scheduled to speak before the Senate education committee regarding the deregulation issue.

Mr. Taylor advised Board members that Charlotte County School Board member Kim Amontree recently provided Walmart gift cards in the total amount of $250, which were were distributed by administration to schools and departments, based on need. He requested that Board members sign the letter from the Superintendent and School Board thanking Ms. Amontree. Mr. Taylor

thanked Board members for allowing him to serve as Chairman and stated he is glad to be a part of the Board and school district.

The meeting adjourned at 7:13 p.m.

Rumberger|Kirk

Leonard J. Dietzen
Attorney
Rumberger, Kirk & Caldwell, P.A.
Attorneys at Law
101 North Monroe Street
Suite 1050
Tallahassee, Florida 32301

Phone: 850.222.6550
Fax: 850.222.8783

ldietzen@rumberger.com
www.rumberger.com

SCSB 2024-71 Revised/Renewal

November 27, 2023

Jerry Taylor, Chair
Suwannee County School District
1740 Ohio Ave., South
Live Oak, FL 32064

VIA E-MAIL
taylorj@suwannee.k12.fl.us

Re: Suwannee County Schools – Board Attorney Contract

Dear Mr. Taylor:

Thank you for agreeing to retain Rumberger, Kirk & Caldwell, P.A. ("RKC") as counsel on behalf of Suwannee County School Board ("SCSB" or "client"), pertaining to legal advice involving school board issues. While this letter is intended to deal with the specific legal services described above, these terms and conditions will also apply to any additional legal services that we may agree to provide that are outside the initial scope of representation.

This letter constitutes the engagement agreement (the "Agreement") between the Client and RKC, describes the terms of our relationship, and sets forth the general terms of our assistance to you in the referenced matter. If the Agreement is acceptable to you, please sign and return a copy to me at your earliest convenience.

1. Scope of Engagement. We have agreed the scope of our engagement will entail legal services for attending workshops, special and regular meetings, staff conferences, contract reviews, attend School Board hearings, answer any inquiries regarding general school law, and perform requested legal services as set forth in your RFP No. 10-215.

RKC is retained by the Board, reports directly to the Board, and shall be directly responsible to the Board. Provided however, nothing in this Agreement shall be construed to prohibit or preclude the rendition of legal services to the Superintendent of Schools and the members of the Superintendent's staff. It is the express intent of the Board and RKC that the legal advice, counsel, and services of RKC shall be available to the Superintendent, the Superintendent's staff, and to such other of the Board's employees as the Board shall designate, including Board Members, the Superintendent, Assistant Superintendents, and

authorized members of the administrative staff, including Directors, and other employees of the Board, when specifically requested by the Board, Superintendent or an Assistant Superintendent.

When providing advice to the Superintendent of Schools or other District staff members, from time to time situations may develop in which the rendition of legal advice and services to the Superintendent, or others, would create a conflict of interest or potential conflict of interest with RKC's representation of the Board. At such time as it appears to RKC that a conflict of interest exists or may exist, RKC shall promptly notify the Board and the Superintendent of such conflict or potential conflict. In all instances the Board is the client of RKC and the Board's needs and interests shall be served to the exclusion of the Superintendent or others with whom such conflict exists or may exist.

2. **Limitations on Obligation**. Rumberger, Kirk & Caldwell is not engaged to provide tax advice concerning this matter, including the tax consequences of various outcomes, or settlement proposals. We encourage you to obtain separate tax counsel to consider any potential tax issues.

3. **Fee for Services**. Leonard Dietzen will charge $225 per hour for all Board related services outlined in this Agreement. Other RKC partners will charge the same rate. RKC Associates will be billed at $175.00 per hour and RKC paralegals will be billed at $100 per hour. All legal services will be charged in increments of one tenth (1/10) of an hour for actual attorney time rendered. The firm agrees to submit monthly invoices and to advance all costs up to $300 per month.

These rates are subject to review and adjustment by mutual agreement in December 2024 and every December thereafter so long as RKC is serving as School Board Attorney.

Mr. Dietzen will agree to make all reasonable efforts to attend each Board meeting, Board workshops and staff meetings as needed. RKC will charge half-time for any attorney fees for travel time to and from Suwannee County. Only IRS approved mileage will be charged.

4. **Costs and Expenses**. In addition to fees for legal services, there are certain costs and expenses that you may be obligated to pay. RKC shall be reimbursed for expenses incurred on behalf of the Board (i.e., cellular and long distance telephone calls, photocopying, delivery charges, and postage expenses, and the like) at the rate of 1.0 times the actual expenses. All reimbursable expenses related to legal services shall be itemized and included in the monthly invoices. Costs over $300.00 shall be billed directly to the Board. The Board agrees to pay these bills on a timely basis, according to their terms.

The Board will reimburse RKC for annual dues and assessments actually paid for the Attorney's membership in The Florida School Board Attorneys Association and The National Council of School Board Attorneys. Such membership fee reimbursement requests shall be submitted with the Basic Services invoice.

The Board will reimburse all travel expenses in accordance with School Board Policy for the Attorney to attend out-of-district Florida School Board Attorneys Association meetings, and for School District matters. Such expenses shall be submitted for reimbursement with the monthly invoices as appropriate.

5. **Payment of Fees and Expenses**. All fees and costs shall be payable on a monthly basis.

6. **Cooperation**. In order to enable us effectively to render the services contemplated, you agree to disclose fully and accurately all facts and to keep us apprised of all developments relating to pending matters before the Board. You agree to cooperate fully with us and to make yourselves or your representatives available to attend meetings, conferences, hearings, and other proceedings as necessary.

7. **Contract Term**. The contract term for the services as School Board Attorney to be performed by RKC will commence on January 1, 2024, and conclude on December 31, 2024, subject to the right of the Board to terminate such services on thirty (30) days written notice to RKC, and subject to renewal for successive one-year terms upon specific approval by the Board at each December Regular Board Meeting.

8. **Client Documents**. RKC will maintain any documents the Board furnishes RKC in RKC's client file (or files) for this matter. At the conclusion of the matter (or earlier, if appropriate), it is the Board's obligation to advise RKC as to which, if any, of the documents in RKC's files the Board wishes RKC to turn over to the Board. RKC will retain any remaining documents in its files for a reasonable period of time and ultimately destroy them in accordance with its record retention program schedule then in effect.

In the event that RKC's representation is terminated and the Board has not paid for all services rendered and/or other charges accrued on its behalf to the date of RKC's withdrawal, RKC may, to the extent permitted by law, assert a retaining lien against any documents or files remaining in its possession until such charges are paid.

9. **Professional Liability Insurance**. RKC shall at all times maintain professional liability insurance coverage with minimum limits of liability of $1,000,000.00 per claim; $1,000,000.00 total limit.

The Board and RKC agree that any dispute regarding RKC's engagement on this matter will be adjudicated in federal or state court in Suwannee County. Florida law will apply without regard to conflict of law principles.

Any funds provided for deposit into the Rumberger, Kirk & Caldwell, P.A. trust account will be placed in a banking institution where the firm has its banking relationship. This is

currently the Orlando, Florida branch office of Truist Bank. By signing a copy of this letter, you consent to your funds being maintained in this trust account in Florida.

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

Signed, sealed and delivered in the presence of these witnesses:

Suwannee County School Board, Florida

_____
Witness Signature

By_____
Jerry Taylor
Chairman

_____
Type or Print Name of Witness

_____
Witness Signature

By_____
Ted Roush
Superintendent

_____
Type or Print Name of Witness

*****

Rumberger, Kirk & Caldwell, P.A.

_____
Leonard J. Dietzen, III
Florida Bar No. 0840912

INFO ONLY

Rumberger|Kirk

Leonard J. Dietzen
Attorney
Rumberger, Kirk & Caldwell, P.A.
Attorneys at Law
101 North Monroe Street
Suite 1050
Tallahassee, Florida 32301

Phone: 850.222.6550
Fax: 850.222.8783

ldietzen@rumberger.com
www.rumberger.com

SCSB 2024-71 Revised/Renewal

November 8, 2023

Jerry Taylor, Chair
Suwannee County School District
1740 Ohio Ave., South
Live Oak, FL 32064

VIA E-MAIL
taylorj@suwannee.k12.fl.us

Re: Suwannee County Schools – Board Attorney Contract

Dear Mr. Taylor:

Thank you for agreeing to retain Rumberger, Kirk & Caldwell, P.A. ("RKC") as counsel on behalf of Suwannee County School Board ("SCSB" or "client"), pertaining to legal advice involving school board issues. While this letter is intended to deal with the specific legal services described above, these terms and conditions will also apply to any additional legal services that we may agree to provide that are outside the initial scope of representation.

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authorized members of the administrative staff, including Directors, and other employees of the Board, when specifically requested by the Board, Superintendent or an Assistant Superintendent.

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The Board and RKC agree that any dispute regarding RKC's engagement on this matter will be adjudicated in federal or state court in Suwannee County. Florida law will apply without regard to conflict of law principles.

Any funds provided for deposit into the Rumberger, Kirk & Caldwell, P.A. trust account will be placed in a banking institution where the firm has its banking relationship. This is currently the Orlando, Florida branch office of Truist Bank. By signing a copy of this letter, you consent to your funds being maintained in this trust account in Florida.

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

Signed, sealed and delivered in the presence of these witnesses:

_____
Witness Signature

_____
Type or Print Name of Witness

_____
Witness Signature

_____
Type or Print Name of Witness

Suwannee County School Board, Florida

By_____
Chairman

_____
Ted Roush
Superintendent

*****

Rumberger, Kirk & Caldwell, P.A.

_____
Leonard J. Dietzen, III
Florida Bar No. 0840912

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made as of the date of execution by and between the Suwannee County School Board ("SCSB"), and **Herndon Consulting Services LLC** ("Individual"), (hereinafter "Contractor.").

WITNESSED:

WHEREAS, SCSB operates schools and educational institutions and is in need of a qualified, experienced Medical Office Manager to provide management services for SCSB; and

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified individuals with expertise and experience in providing medical office management services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

A. SERVICES: SCSB hereby engages Contractor to provide medical office management services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

(i) Contractor and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.

(ii) Contractor and staff shall not be required to perform services in any order or sequence specified by SCSB.

(iii) Contractor and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.

(iv) Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.

(v) Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.

(vi) The Contractor and staff shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.

C. DOCUMENTATION: Contractor shall submit to SCSB, on a bi-weekly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by SCSB.

2. REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;

B. None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.

C. Contractor shall perform the services required hereunder in accordance with:
(i) all applicable federal, state, and local laws, rules, and regulations;

(ii) all applicable policies of: SCSB;

(iii) all applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS;

D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and

E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with the provision of services under this Agreement; and

F. All Contractor staff shall comply with all applicable terms of this Agreement.

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

4. TERM

The initial term of this Agreement shall commence on December 12, 2023, and end on June 30, 2024 unless sooner terminated as provided herein. This Agreement shall automatically renew for additional one (1) year terms thereafter until terminated as provided herein.

5. COMPENSATION

For the services rendered pursuant to this Agreement, Contractor shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit B attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph l(C) of this Agreement.

6. BILLING

Contractor shall bill SCSB for services provided hereunder on a bi-weekly basis. Each invoice shall be in the form, and contain the information, requested by SCSB, and SCSB shall pay each invoice within ten (10) days after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice.

7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including confidential Patient information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved

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

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

8. CRIMINAL BACKGROUND CHECKS

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

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

9. AUDITS, RECORDS, AND RECORDS RETENTION

The District or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be

exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Contractor in order:

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

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

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

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

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

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

10. INDEMNIFICATION

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

11. DEBARMENT & SUSPENSION

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

12. TERMINATION

A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.

B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

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

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

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

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

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

13. ARBITRATION

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

14. ENTIRE AGREEMENT; MODIFICATION

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

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

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

17. NOTICES

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

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

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

Contractor: Misty D. Herndon
Herndon Consulting Services LLC
1408 NW 16th Lane
Jennings, Florida 32053

18. WAIVER

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

19. CAPTIONS

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

20. ASSIGNMENT; BINDING EFFECT.

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

21. RELEASE OF PATIENT RECORDS

By signature, Contractor assures that the released patient data will be handled with confidentiality as required by Federal and State law.

22. PUBLIC RECORDS

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

23. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2023-2024 academic year.

24. E-Verify. Effective July 1, 2020

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

B. Subcontractors

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

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

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

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

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

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

SUWANNEE COUNTY SCHOOL BOARD

_____ _____
Jerry Taylor, Chairperson Date

_____ _____
Ted L. Roush, Superintendent of Schools Date

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

CONTRACTOR

_____ _____
Witness Signature Herndon Consulting Services LLC
Misty D. Herndon
Authorized Representative

_____ Misty D. Herndon
Type or Print Name of Witness Type or Print Name of Contractor

_____ _____
Date Date

EXHIBIT A

SERVICES PROVIDED:

Office Manager will be responsible for:

*Running the day to day operations of the clinic

*Training of all third party fill in employees

*Assist in training and scheduling of third party contracted employees front desk coverage

*Manage office personnel / evaluation of staff performance and ongoing competencies and make recommendations for annual contractual adjustments for board approval

* Assist practitioner whenever necessary

* Ensure quality patient care

*Assist in maintaining patient medical records

*Ensure Office is HIPAA Compliant

*Schedule annual HIPAA Training

*Ensure office supplies stays stocked / reorder when needed

*Ensure medication stays stocked / reorder when needed

*Coordinate Lab Pickups

*Send / Receive Medical Records for patient care

*Open / Sort Office Mail

*Coordinate referral services for patients if needed

*Schedule Imaging for patients if needed

*Liaison between Clinic and SCSB

*Open / Close office daily

*Answer Phone, take messages, and direct calls as needed

*Coordinate EMR training with clinic staff

*Submit billing information to billing company if / when needed

*Check patients in and out

*Collect any monies due from patients

*Assist in back office when needed

*Develop / Create office policy and procedures subject to the Superintendent's review and Board approval

*Develop / Create employee handbook subject to the Superintendent's review and Board approval

*Oversee financial operations of clinic to include; monthly reconciliations of all supply orders/invoices (medical and office) & monthly reconciliations of all labs ordered and billed

*Collaborate and work with liaisons and Providers

*Oversee Medical Records

*Provide patients with necessary / requested information

*Maintaining daily cash logs if applicable

*Make deposits / Reconcile accounts daily

*Create New Patient Paperwork

*Schedule and verify patient appointments

*Follow up with patients who missed their appointments

*Run reports as needed

*Push Wellness Center promotions and communications to SCSD employees

*Track utilization monthly and provide updates

*Track and manage on-site bio-metric screenings and Wellness Exams in spreadsheet monthly to be uploaded to Navigate Wellbeing

*Complete SCSD "Leave Notes" as provided by SCSD Payroll Staff

CONTRACTOR FEDERAL IDENTIFICATION NUMBER:
INDIVIDUAL SOCIAL SECURITY NUMBER:

IRS Form W-9 is on file.

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

American Rescue Plan (ARP)

EXHIBIT B

FEE SCHEDULE

The SCSB shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder. The SCSB shall be responsible for all furniture, fixtures, equipment, supplies, EMR and or anything else necessary to operate the wellness center. Contractor will be paid a rate of $40/hr. Schedule will start on a 3-day work week consisting of Monday, Wednesday, and Thursday.

EXHIBIT C

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

INFO ONLY

SCSB 2024-73 (REVISED/RENEWAL)

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made as of the date of execution by and between the Suwannee County School Board~~School Board of Suwannee County, Florida~~ ("SCSB"), and **Herndon Consulting Services LLC** ("Individual"), (hereinafter "Contractor.").

WITNESSED:

WHEREAS, SCSB operates schools and educational institutions and is in need of a qualified, experienced Medical Office Manager to provide management services for SCSB; and

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified individuals with expertise and experience in providing medical office management services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

A. SERVICES: SCSB hereby engages Contractor to provide medical office management services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

(i) Contractor and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.

(ii) Contractor and staff shall not be required to perform services in any order or sequence specified by SCSB.

(iii) Contractor and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.

(iv) Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.

(v) Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.

(vi) The Contractor and staff shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.

C. DOCUMENTATION: Contractor shall submit to SCSB, on a bi-weekly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by SCSB.

2. REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;

B. None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.

C. Contractor shall perform the services required hereunder in accordance with:
(i) all applicable federal, state, and local laws, rules, and regulations;

(ii) all applicable policies of: SCSB;

(iii)all applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS;

D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and

E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with the provision of services under this Agreement; and

F. All Contractor staff shall comply with all applicable terms of this Agreement.

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

4. TERM

The initial term of this Agreement shall commence~~be for a period not to exceed twelve (12) months, commencing~~ on December 12, 2023~~March 1, 2022~~, and end on June 30, 2024~~ending February 28, 2023,~~ unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

For the services rendered pursuant to this Agreement, Contractor shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit B attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph 1(C) of this Agreement.

6. BILLING

Contractor shall bill SCSB for services provided hereunder on a bi-weekly basis. Each invoice shall be in the form, and contain the information, requested by SCSB, and SCSB shall pay each invoice within ten (10) days after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice.

7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including confidential Patient information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential patient information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

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

8. CRIMINAL BACKGROUND CHECKS

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

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

9. AUDITS, RECORDS, AND RECORDS RETENTION

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

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

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

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

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

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

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

10. INDEMNIFICATION

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

11. DEBARMENT & SUSPENSION

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

12. TERMINATION

A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.

B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:
   (i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staff's professional license or certification, in the State of Florida, or

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

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

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

13. ARBITRATION

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

respect to any issue, the other contracting entity or person shall pay the fees, costs and expenses of the mediator.

14. ENTIRE AGREEMENT; MODIFICATION

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

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

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

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

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

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

Contractor: Misty D. Herndon
Herndon Consulting Services LLC
1408 NW 16th Lane
Jennings, Florida 32053

18. WAIVER

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

subsequent breach or failure.

19. CAPTIONS

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

20. ASSIGNMENT; BINDING EFFECT.

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

21. RELEASE OF PATIENT RECORDS

By signature, Contractor assures that the released patient data will be handled with confidentiality as required by Federal and State law.

22. PUBLIC RECORDS

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

23. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2020-2021 academic year.

24. E-Verify. Effective July 1, 2020

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

B. Subcontractors

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

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

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

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

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

INFO ONLY

SCSB 2024-73 (REVISED/RENEWAL)

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

SUWANNEE COUNTY SCHOOL BOARD

_____ _____
Jerry Taylor, Chairperson Date

_____ _____
Ted L. Roush, Superintendent of Schools Date

CONTRACTOR

_____ _____
Witness Signature Herndon Consulting Services LLC
Misty D. Herndon
Authorized Representative

_____ Misty D. Herndon
Type or Print Name of Witness Type or Print Name of Contractor

_____ _____
Date _____ Date _____

INFO ONLY

SCSB 2024-73 (REVISED/RENEWAL)

EXHIBIT A

SERVICES PROVIDED:

Office Manager will be responsible for:

*Running the day to day operations of the clinic

*Training of all third party fill in employees

*Assist in ~~hiring /~~ training and scheduling of third party contracted employees front desk coverage ~~of new employees~~

*Manage office personnel / evaluation of staff performance and ongoing competencies and make recommendations for annual contractual adjustments for board approval

* Assist practitioner whenever necessary

* Ensure quality patient care

*Assist in maintaining patient medical records

~~*Set up CLIA licensure~~

~~*Set up / maintain accounts to order supplies from~~

*Ensure Office is HIPAA Compliant

*Schedule annual HIPAA Training

*Ensure office supplies stays stocked / reorder when needed

*Ensure medication stays stocked / reorder when needed

~~*Assist in the negotiations of contracts for discounted lab / imaging contracts~~

*Coordinate Lab Pickups

*Send / Receive Medical Records for patient care

*Open / Sort Office Mail

~~*Recruit / Coordinate drug reps to bring medication samples~~

~~*Assist in recruiting Clinician~~

INFO ONLY

SCSB 2024-73 (REVISED/RENEWAL)

~~*Coordinate initial office setup of clinic~~

~~*Initial Setup of lab station~~

~~*Set up of medication storage / dispensing~~

*Coordinate referral services for patients if needed

*Schedule Imaging for patients if needed

*Liaison between Clinic and SCSB

*Open / Close office daily

*Answer Phone, take messages, and direct calls as needed

*Coordinate EMR training with clinic staff

*Submit billing information to billing company if / when needed

*Check patients in and out

*Collect any monies due from patients

*Assist in back office when needed

*Develop / Create office policy and procedures subject to the Superintendent's review and Board approval

*Develop / Create employee handbook subject to the Superintendent's review and Board approval

*Oversee financial operations of clinic to include; monthly reconciliations of all supply orders/invoices (medical and office) & monthly reconciliations of all labs ordered and billed

*Collaborate and work with liaisons and Providers

*Oversee Medical Records

*Provide patients with necessary / requested information

*Maintaining daily cash logs if applicable

*Make deposits / Reconcile accounts daily

*Create New Patient Paperwork

*Schedule and verify patient appointments

*Follow up with patients who missed their appointments

INFO ONLY

*Run reports as needed

*Push Wellness Center promotions and communications to SCSD employees

*Track utilization monthly and provide updates

*Track and manage on-site bio-metric screenings and Wellness Exams in spreadsheet monthly to be uploaded to Navigate Wellbeing

*Complete SCSD "Leave Notes" as provided by SCSD Payroll Staff

CONTRACTOR FEDERAL IDENTIFICATION NUMBER:
INDIVIDUAL SOCIAL SECURITY NUMBER:

IRS Form W-9 is on file.

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

American Rescue Plan (ARP)

INFO ONLY

SCSB 2024-73 (REVISED/RENEWAL)

EXHIBIT B

FEE SCHEDULE

The SCSB shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder. The SCSB shall be responsible for all furniture, fixtures, equipment, supplies, EMR and or anything else necessary to operate the wellness center. Contractor will be paid a rate of $40/hr. Schedule will start on a 3-day work week consisting of Monday, Wednesday, and Thursday.

INFO ONLY

SCSB 2024-73 (REVISED/RENEWAL)

EXHIBIT C

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, LORIE NORRIS, RISK MANAGER~~VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER~~, AT 386-647-4608~~4609~~, LORIE.NORRIS@SUWANNEE.K12.FL.US~~VICKIE.DEPRATTER@SUWANNEE.K12.FL.US~~, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

Sentinel Scholars Collegiate Academy

Memorandum of Understanding
Between
North Florida College
And
District School Board of Suwannee County

This Memorandum of Understanding (MOU), effective on the date of execution by both parties is entered into by and between North Florida College (NFC) and the District School Board of Suwannee County (SCSD). This agreement allows flexibility for program modification as needed and as collaboratively agreed upon by both parties regarding the development of the Sentinel Scholars Collegiate Academy.

1. **Purpose:**
   The purpose of this memorandum of understanding is to outline a collaboratively structured program for 10th grade students of Branford High School and/or Suwannee High School that would lead to the awarding of an Associate in Arts Degree from NFC during the spring of the 12th grade year. NFC's Collegiate Academy program allows admitted high school students to complete a full 60 credits of dual enrollment coursework, culminating in earning both a standard high school diploma as well as an Associate in Arts (A.A.) Degree upon completing four years of high school. Students begin the Collegiate Academy experience at the high school and end the experience as full-time NFC students. It is part of the program philosophy that as students age and mature, a part of the collegiate experience is to spend quality instructional time on the college campus. The program will allow for the participation of 30 eligible students, and these students are guaranteed the courses needed to complete the Collegiate Academy program.

2. **Course Delivery/Program Design:**
   A cohort model of eligible students will be implemented with students beginning their college coursework in the fall semester of their 10th grade year. The program limits the number of cohort seats to 30. In grades 10th through 11th, Collegiate Academy students take both college-level and high-school coursework at their high school site. In 11th grade, however, Collegiate Academy students will be expected to attend specific dates on the campus of North Florida College for instruction as a part of the course delivery. In 12th grade, all coursework is completed either at North Florida College, online, or a combination of both. *See Appendix A for General Education requirements for the Associate in Arts degree. See Appendix B for a suggested sample outline/map of courses for Collegiate Academy participants.*

   Dual enrollment college credit courses are recommended to the State Board of Education by the State Articulation Coordinating Committee as meeting high school graduation requirements. The *Dual Enrollment Course – High School Subject Area Equivalency List* available on the FL DOE website states the relationship between high school and college course subject areas and dictates the awarding of credit for courses. Collegiate Academy students shall earn both high school credit from the SCSD and college credit from NFC if they meet the minimum requirements for satisfactory completion of such courses.

To guarantee completion of 60 college credit hours required for the awarding of the Associate in Arts (A.A.) degree, NFC reserves the right to prescribe specific General Education courses as part of the completion pathway. Furthermore, the "floating six" General Education electives (6 credit hours) will be prescribed courses mutually agreed upon by both parties (currently: POS 2041 American National Government and ECO 2013 Macroeconomics). Additional elective hours (24 credit hours) will be based on when courses are offered.

Collegiate academy students are not permitted to pay to take any college courses. SCSD is responsible for the purchase of college-required textbooks for each participating student during the fall and spring terms. NFC is responsible for the purchase of college-required textbooks for each participating student in the summer term.

3. **Eligibility Requirements for Participation in the Sentinel Scholars Collegiate Academy Program:**
   A. Initial Eligibility Requirements: Students eligible to apply for the lottery to participate in the collegiate academy program must be rising 10th grade students who have a cumulative unweighted GPA of 3.0 in all academic coursework and have completed coursework to be on track for high school graduation as determined by the high school counselor. Collegiate academy candidates must have earned a level 4 or 5 on the 9th grade Florida Assessment of Student Thinking (FAST) for English Language Arts and a Level 4 or 5 on the BEST Algebra 1 EOC. (Students who earned a level 3 on either test may appeal for admittance.) Collegiate Academy students accepted into the cohort must demonstrate college readiness with appropriate college-ready Reading and Writing/English scores on a common placement exam by June 30th the year before 10th grade. Students must demonstrate college readiness with appropriate college-ready Mathematics scores on a common placement exam by June 30th the year before 11th grade. No student shall be enrolled in a college credit dual enrollment course unless the student has demonstrated adequate precollegiate preparation on the appropriate sections of a college placement exam *(see Appendix C for state required minimum scores).*
   B. Continued Eligibility Requirements: Collegiate Academy students must maintain an unweighted cumulative high school GPA of 3.0 or higher and a college GPA of 3.0 or higher to continue in the Collegiate Academy program. Students will be allowed a probationary period if the college GPA falls below 3.0 but remains higher than 2.0. The student remains on probation until a minimum of seven (7) college credit hours have been attempted for GPA calculation purposes. However, it is the high school principal's discretion whether to allow the student to continue their eligibility in the Collegiate Academy once on probationary status. Students whose college GPA falls below 2.0 will be dismissed from the program. Students whose college GPA does not improve to 3.0 or higher after the probationary period will be dismissed from the program; however, if eligible, these students may continue college coursework through regular dual-enrollment status. In this case, students are not guaranteed the courses needed for the completion of their A.A. degree. If a student withdraws from a college credit course and receives a grade of "W," the high school principal makes the determination whether or not the student registers for the next term. Furthermore, any student receiving a grade of "W" may repeat the course with the approval of the high school principal.

Grade Forgiveness: Grades of D or F may be forgiven by subsequent semester enrollment in the course in which the insufficient grade was earned. For Collegiate Academy purposes, grade forgiveness may have to be applied as a traditional dual enrollment student if dismissed from the academy due to a college GPA falling below 2.0. The improved grade shall be used in the calculation of the NFC grade point average. The previous grades of D or F shall not be included in the calculation of the NFC grade point average. However, all grades remain posted on the NFC transcript and may be recomputed at any institution to which the student may transfer. The receiving institution shall determine whether or not grade forgiveness is granted.

Transfer Students: A student who transfers from one high school participating in the NFC Collegiate Academy to another high school participating in the NFC Collegiate Academy may be eligible to remain in the Collegiate Academy with the approval of the high school the student transfers to.

Collegiate Academy students may take Summer Term courses when offered by NFC to dual enrolled students. Collegiate Academy cohort students who withdraw from a course (or courses) may use the summer sessions to make up for the lacking credit hours (limit of 9 credit hours behind). Priority seating for Collegiate Academy students is only available during the fall and spring semesters; summer courses and seating will be available on a first come first serve registration basis and are not guaranteed unless indicated on the Collegiate Academy course map.

C. Graduating Seniors: Students who complete their high school requirements for graduation prior to the completion of their postsecondary coursework may not register for college courses through the Collegiate Academy program.

4. **Application Process:**
Eligible rising 10th grade students will receive a letter from NFC inviting them to apply for the Collegiate Academy program. Invitees are required to attend NFC's Collegiate Academy Information session held on the high school sites in order to receive the Sentinel Scholars Collegiate Academy Lottery Application. The completed application must be submitted, with all necessary signatures (including parent/guardian signature), by the posted deadline. The SCSD will confirm that the student is eligible to participate in the Collegiate Academy program prior to the applications being submitted to the lottery. The Collegiate Academy program application deadlines will be emailed to eligible students.

5. **Selection Process:**
In the event that more students demonstrate eligibility than seats available, a representative from both the SCSD and NFC will use the lottery system to select 30 eligible students to participate in the Collegiate Academy program. *See Appendix D for the lottery procedure steps.*

6. **Registration Process:**
The Collegiate Academy's registration/enrollment policies will follow the same registration policies for the Dual Enrollment courses that are addressed in the NFC and SCSD's Dual Enrollment articulation agreement.

7. **Student Advising and Progress Monitoring:**
   The SCSB's guidance staff will maintain oversight and monitoring responsibility to ensure the meeting of high school graduation requirements remains the first priority. In addition, each high school's dual enrollment contact will check the unweighted high school GPA of Collegiate Academy students to confirm GPA qualifications are met. NFC's Office of Dual Enrollment will maintain oversight and monitoring responsibility of Collegiate Academy students' college GPA. High school guidance counselors or dual enrollment contact will meet at least once a year with NFC's Dual Enrollment Coordinator and Director of Dual Enrollment to ensure seamless articulation and coordination. NFC's Early Alert system will be used to notify high school counselors and Collegiate Academy students of unsatisfactory progress in coursework. Students are required to attend two advising sessions with NFC advising personnel while enrolled in the Collegiate Academy. One advising session should be held by June 30th, the year before 11th grade, and a second advising session should be held by June 30th, the year before 12th grade. Students are encouraged to speak with NFC advising personnel as needed.

8. **Instruction:**
   Instructors of dual enrollment Collegiate Academy courses will have college teaching credentials established by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). All instructors will meet or exceed the academic and professional preparation requirements for teaching at NFC. NFC shall vet and appoint all instructors.

9. **Travel:**
   SCSD will coordinate transportation for Collegiate Academy students to travel to NFC's campus for on-site instruction, advising, and additional activities agreed upon. NFC personnel will coordinate course offerings and advising sessions in a systematic way, ensuring efficient travel arrangements.

10. **Branding:**
    NFC will develop a Sentinel Scholars Collegiate Academy program brand to include program-specific logo, website, brochure, shirts, etc. Graduation regalia will include a stole specifically designed to recognize Collegiate Academy students.

11. **Reference to the Dual-Enrollment Articulation Agreement**
    Parties involved with the Collegiate Academy program shall refer to the NFC and SCSD Dual Enrollment articulation agreement for all other dual enrollment-related topics not addressed in this memorandum of understanding.

12. **Signatures**
    In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

NORTH FLORIDA COLLEGE

John Grosskopf, President — Date: 11-9-23

Jennifer Page, Vice President of Academic and Student Affairs — Date: 11-9-23

SUWANNEE COUNTY SCHOOL DISTRICT

Ted Roush, Superintendent of Schools — Date

Jerry Taylor, School Board Chair — Date

Appendix A

General Education Requirements for the Associate in Arts Degree

Program Code 1001 CIP 24.0101

Complete NFC College Catalog: https://www.nfc.edu/getting-started/catalog-and-schedule/

Gordon Rule (State Rule 6A-10.30) requires all students enrolling in a Florida public college or university after October 1982 to complete four courses (twelve credit hours) with multiple writing assignments and two courses (six credit hours) of mathematics at the level of college algebra or higher. Each Gordon Rule course must be completed with a grade of "C" or better. Additionally, an Effective Communication digital badge is awarded to students upon successful completion of Freshman English I (ENC 1101) or an English course with ENC 1101 as a direct prerequisite. See an academic advisor for more information. **Gordon Rule courses are designated below by "(GR)" following the course title.**

Florida General Education Core (State Rule 6A-14.0303) requires that, prior to the award of the Associate in Arts degree, students entering degree programs must complete at least one (1) Florida General Education Core course from each of the general education areas. **All course options that meet the Florida General Education Core requirement are designated by "*" preceding the course prefix and number.**

Students must complete at least one Florida General Education Core course (designated with "*") from each General Education area, a minimum of 6 hours from each General Education area and a total of 36 hours of General Education. **Once the minimum of 6 credit hours is met for each General Education area, additional General Education credit hours may be taken from any of the General Education areas to reach a total of 36 credit hours.** Any General Education credit hours completed above the required 36 credit hours will count as elective credits toward the A.A. degree.

Civic Literacy Requirement
First time in college (FTIC) Associate in Arts degree-seeking students entering Fall Term 2018 and thereafter will be required to demonstrate civic literacy competency pursuant to Section 1007.25(4). For more information, consult an academic advisor. See also Civic Literacy Requirement in the Graduation Requirements section.

Foreign Language Competency
Associate in Arts degree-seeking students entering Fall Term 2014 and thereafter will be required to demonstrate foreign language competency. For more information, consult an academic advisor. See also Foreign Language in the Graduation Requirements section.

COMMUNICATION..... Minimum of 6 Credit Hours
A grade of "C" or better must be earned in order for the course to meet General Education Requirements.

CRW 2001	Introduction to Creative Fiction and Poetry (GR)
* ENC 1101	Freshman English I (GR)
ENC 1102	Freshman English II (GR)

HUMANITIES..... Minimum of 6 Credit Hours
A grade of "C" or better must be earned in order for the course to meet General Education Requirements.

AML 2010	American Literature I (GR)
AML 2020	American Literature II (GR)
* ARH 2000	Humanities Art (GR)
ENL 2012	British Literature I (GR)
ENL 2022	British Literature II (GR)

*	HUM 1020	Introduction to Humanities (GR)
	HUM 2210	General Humanities I (GR)
	HUM 2230	General Humanities II (GR)
	HUM 2931R	Special Topics in Humanities (GR)
	HUM 2310	Mythology
*	LIT 1000	Introduction to Literature (GR)
	LIT 2020	Short Story (GR)
	LIT 2110	World Literature I (GR)
	LIT 2120	World Literature II (GR)
	LIT 2931R	Special Topics in Literature (GR)
*	PHI 2010	Introduction to Philosophy (GR)
	REL 2300	Introduction to World Religion (GR)

MATHEMATICS..... Minimum of 6 Credit Hours

A grade of "C" or better must be earned in order for the course to meet General Education Requirements.

*	MAC 1105	College Algebra **(GR)**
	MAC 1114	Trigonometry **(GR)**
	MAC 2140	Precalculus **(GR)**
	MAC 2233	Applied Calculus I **(GR)**
*	MAC 2311	Calculus with Analytic Geometry I **(GR)**
	MAC 2312	Calculus with Analytic Geometry II **(GR)**
	MAC 2313	Calculus with Analytic Geometry III **(GR)**
	MAP 2302	Ordinary Differential Equations **(GR)**
*	MGF 1106	Math for Liberal Arts I **(GR)**
*	MGF 1107	Math for Liberal Arts II **(GR)**
*	STA 2023	Introductory College Statistics **(GR)**

NATURAL SCIENCES..... Minimum of 6 Credit Hours

The six (6) credit hours must include at least one (1) course with lab (designated with either a C or L following the course number), and it is highly recommended that students take one (1) course from the biological sciences and one (1) course from the physical sciences. A science sequence is not required; however, transfer students whose major requires two courses in a sequence, such as General Chemistry I and II, should take both courses at NFC.

BIOLOGICAL SCIENCE

	BOT 1000C	Introduction to Botany
*	BSC 1005C	Introduction to Biology
*	BSC 1010C	Principles of Biology I
	BSC 1011C	Principles of Biology II
	BSC 1084	Survey of the Human Body
*	BSC 2085C	Human Anatomy & Physiology I
	BSC 2086C	Human Anatomy & Physiology II
*	EVR 1001	Introduction to Environmental Science
	EVR 1001L	Introduction to Environmental Science Lab
	HUN 2201	Fundamentals of Human Nutrition
	MCB 2010C	Microbiology I
	OCE 1001	Introduction to Oceanography
	ZOO 2010C	General Zoology

Note: Students will not receive Science General Education credit for both BSC 1005C and BSC 1010C. If both are taken, one course will count toward elective credit hours or additional general education. Students will not receive Science General Education credit for more than one choice from BSC 1084,

BSC 2084C, and BSC 2085C. If more than one of these classes is taken, the additional course(s) will count toward elective credit hours or additional general education.

PHYSICAL SCIENCE

*	AST 1002	Introduction to Astronomy
	AST 1002L	Introduction to Astronomy Lab
	CHM 1033C	Survey of Chemistry
*	CHM 1045	General Chemistry I
	CHM 1045L	General Chemistry I Lab
	CHM 1046	General Chemistry II
	CHM 1046L	General Chemistry II Lab
	CHM 2210	Organic Chemistry I
	CHM 2210L	Organic Chemistry I Lab
	CHM 2211	Organic Chemistry II
	PSC 1341C	Physical Science I
	CHM 2211L	Organic Chemistry II Lab
*	PHY 1020C	Fundamentals of Physics
*	PHY 1053	General Physics I
	PHY 1053L	General Physics I Lab
	PHY 1054	General Physics II
	PHY 1054L	General Physics II Lab
*	PHY 2048	Physics I with Calculus
	PHY 2048L	Physics I with Calculus Lab
	PHY 2049	Physics II with Calculus
	PHY 2049L	Physics II with Calculus Lab

SOCIAL SCIENCES..... Minimum of 6 Credit Hours

	AMH 1070	History of Florida
	AMH 2010	American History I
*	AMH 2020	American History II #
	AMH 2091	African-American History
	CCJ 1020	Introduction to Criminal Justice
	DEP 2004	Human Development
*	ECO 2013	Macroeconomics
	ECO 2023	Microeconomics
*	POS 2041	American National Government #
*	PSY 2012	General Psychology
*	SYG 1000	Introductory Sociology
	SYG 2010	Social Problems
	WOH 1012	World History to 1600
	WOH 1022	World History Since 1600

Meets Civic Literacy Requirement

ADDITIONAL GENERAL EDUCATION.....6 Credit Hours

Students should choose an additional six credit hours of general education based on their transfer or career plans.

GENERAL EDUCATION TOTAL..... 36 Credit Hours
ELECTIVES..... 24 Credit Hours

TOTAL HOURS REQUIRED: 60 Credit Hours

Appendix B
Collegiate Academy Course Map – Suwannee County

This degree map outlines the mutually agreed-upon NFC college credit courses offered by semester. Collegiate Academy students are guaranteed seats in the courses listed below. Collegiate Academy students may take summer term courses when offered but are not guaranteed seats. High school course schedules will vary by high school site.

College-ready in Reading & Writing/English by June 30th - end of Freshman Year

Sophomore Year	
Fall 6 credit hours	**Spring** 6 credit hours
1. SLS 1103 (Strategies for Academic Success) 2. AMH 2010 (American History 1)	1. AMH 2020 (American History 2) 2. Online Course Elective

College-ready in Mathematics by June 30th – end of Sophomore Year
Required NFC Advising session by June 30th – end of Sophomore Year

Junior Year	
Fall 12 credit hours	**Spring** 13 credit hours
1. ENC 1101 (Freshman English) 2. A. MAT 1033 (Intermediate Algebra) B. MAC 1105 (College Algebra) 3. POS 2041 (American National Government) 4. Elective	1. ENC 1102 (Freshman English 2) 2. A. MAC 1105 (College Algebra) B. STA 2023 (Intro College Statistics) 3. Science with Lab 4. Elective

Required NFC Advising session by June 30th – end of Junior Year

Senior Year	
Fall 12 credit hours	**Spring** 12 credit hours
1. Humanities 2. ECO 2013 (Macroeconomics) 3. Science without lab* 4. Elective OR Second Math for students who took MAT 1033	1. Humanities 2. Elective 3. Elective 4. Elective

*Or with lab. See the high school guidance counselor to ensure high school science requirements are met.

Students will need to take 2 credits of the same foreign language in high school OR complete 2 semesters of the same foreign language in college with grades of "C" or better OR have documented proficiency in a foreign language per college policy.

October 2023

Appendix C

Demonstration of Readiness for College-Level Communication and Computation

TEST		PERT	SAT	ACT	Next Generation ACCUPLACER	
					Through July 2022	Since August 2022
READING		106	24	19	245	256
WRITING/ENGLISH		103	25	17	245	253
MATH	MAT 1033 MGF 1106 MGF 1107 STA 2023	114	24	19	242 (QAS)	261 (QAS)
	MAC 1105	123	26.5	21	TBD	263-275 (AAF)

A combination of scores is accepted. Scores that are more than two years old may not be used for initial placement, 1008.30, Florida Statute. Rule 6A-10.0315 Demonstration of Readiness for College-Level Communication and Computation.

ACCUPLACER Next Generation and Mathematics:

- The **QAS sub-test** cut score for "college ready" per FLDOE is 261.
    - This qualifies students to take "gateway" courses MAT 1033, MGF 1106, MGF 1107, or STA 2023 at NFC.
- Students planning to take the algebra sequence of courses at NFC must take the **AAF sub-test** and score a minimum of 263 to be eligible for MAC 1105. Otherwise, students can use MAT 1033 as a prerequisite for MAC 1105 eligibility without a score from the AAF sub-test.

July 2023

Appendix D
Lottery Selection Process

Step 1: Prepare spreadsheet containing the following labeled columns:
Column 1 - Names of eligible students (in alphabetical order by last name)
Column 2 - Number Assigned (starting with #001)
Column 3 - Selection Order
Column 4 - Notification (for office use)

Step 2: Once each student has been assigned a number, place all of the numbered chips into a a hat, box, or bag.

Step 3: A representative from NFC and a representative from SCSD will take turns drawing one chip at a time from the hat, box, or bag. As each chip is drawn, the selection order (1, 2, 3 ...) will be recorded next to the corresponding poker chip number drawn. Repeat this step until 30 students are selected. Five additional numbers may be drawn for alternates.

For extra-transparency, a white board could be used to manage the procedure, and the process could be video-taped for any challenges. Transfer all information from the white board to the spreadsheet for records.

Sentinel Scholars Collegiate Academy

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   A. Initial Eligibility Requirements: Students eligible to apply for the lottery to participate in the collegiate academy program must be rising 10th grade students who have a cumulative unweighted GPA of 3.0 in all academic coursework and have completed coursework to be on track for high school graduation as determined by the high school counselor. Collegiate academy candidates must have earned a level 4 or 5 on the 9th grade Florida Assessment of Student Thinking (FAST) for English Language Arts and a Level 4 or 5 on the BEST Algebra 1 EOC. (Students who earned a level 3 on either test may appeal for admittance.) Collegiate Academy students accepted into the cohort must demonstrate college readiness with appropriate college-ready Reading and Writing/English scores on a common placement exam by June 30th the year before 10th grade. Students must demonstrate college readiness with appropriate college-ready Mathematics scores on a common placement exam by June 30th the year before 11th grade. No student shall be enrolled in a college credit dual enrollment course unless the student has demonstrated adequate precollegiate preparation on the appropriate sections of a college placement exam *(see Appendix C for state required minimum scores)*.
   B. Continued Eligibility Requirements: Collegiate Academy students must maintain an unweighted cumulative high school GPA of 3.0 or higher and a college GPA of 3.0 or higher to continue in the Collegiate Academy program. Students will be allowed a probationary period if the college GPA falls below 3.0 but remains higher than 2.0. The student remains on probation until a minimum of seven (7) college credit hours have been attempted for GPA calculation purposes. However, it is the high school principal's discretion whether to allow the student to continue their eligibility in the Collegiate Academy once on probationary status. Students whose college GPA falls below 2.0 will be dismissed from the program. Students whose college GPA does not improve to 3.0 or higher after the probationary period will be dismissed from the program; however, if eligible, these students may continue college coursework through regular dual-enrollment status. In this case, students are not guaranteed the courses needed for the completion of their A.A. degree. If a student withdraws from a college credit course and receives a grade of "W," the high school principal makes the determination whether or not the student registers for the next term. Furthermore, any student receiving a grade of "W" may repeat the course with the approval of the high school principal.

Grade Forgiveness: Grades of D or F may be forgiven by subsequent semester enrollment in the course in which the insufficient grade was earned. For Collegiate Academy purposes, grade forgiveness may have to be applied as a traditional dual enrollment student if dismissed from the academy due to a college GPA falling below 2.0. The improved grade shall be used in the calculation of the NFC grade point average. The previous grades of D or F shall not be included in the calculation of the NFC grade point average. However, all grades remain posted on the NFC transcript and may be recomputed at any institution to which the student may transfer. The receiving institution shall determine whether or not grade forgiveness is granted.

Transfer Students: A student who transfers from one high school participating in the NFC Collegiate Academy to another high school participating in the NFC Collegiate Academy may be eligible to remain in the Collegiate Academy with the approval of the high school the student transfers to.

Collegiate Academy students may take Summer Term courses when offered by NFC to dual enrolled students. Collegiate Academy cohort students who withdraw from a course (or courses) may use the summer sessions to make up for the lacking credit hours (limit of 9 credit hours behind). Priority seating for Collegiate Academy students is only available during the fall and spring semesters; summer courses and seating will be available on a first come first serve registration basis and are not guaranteed unless indicated on the Collegiate Academy course map.

C. Graduating Seniors: Students who complete their high school requirements for graduation prior to the completion of their postsecondary coursework may not register for college courses through the Collegiate Academy program.

4. **Application Process:**
Eligible rising 10th grade students will receive a letter from NFC inviting them to apply for the Collegiate Academy program. Invitees are required to attend NFC's Collegiate Academy Information session held on the high school sites in order to receive the Sentinel Scholars Collegiate Academy Lottery Application. The completed application must be submitted, with all necessary signatures (including parent/guardian signature), by the posted deadline. The SCSD will confirm that the student is eligible to participate in the Collegiate Academy program prior to the applications being submitted to the lottery. The Collegiate Academy program application deadlines will be emailed to eligible students.

5. **Selection Process:**
In the event that more students demonstrate eligibility than seats available, a representative from both the SCSD and NFC will use the lottery system to select 30 eligible students to participate in the Collegiate Academy program. *See Appendix D for the lottery procedure steps.*

6. **Registration Process:**
The Collegiate Academy's registration/enrollment policies will follow the same registration policies for the Dual Enrollment courses that are addressed in the NFC and SCSD's Dual Enrollment articulation agreement.

7. **Student Advising and Progress Monitoring:**
   The SCSB's guidance staff will maintain oversight and monitoring responsibility to ensure the meeting of high school graduation requirements remains the first priority. In addition, each high school's dual enrollment contact will check the unweighted high school GPA of Collegiate Academy students to confirm GPA qualifications are met. NFC's Office of Dual Enrollment will maintain oversight and monitoring responsibility of Collegiate Academy students' college GPA. High school guidance counselors or dual enrollment contact will meet at least once a year with NFC's Dual Enrollment Coordinator and Director of Dual Enrollment to ensure seamless articulation and coordination. NFC's Early Alert system will be used to notify high school counselors and Collegiate Academy students of unsatisfactory progress in coursework. Students are required to attend two advising sessions with NFC advising personnel while enrolled in the Collegiate Academy. One advising session should be held by June 30th, the year before 11th grade, and a second advising session should be held by June 30th, the year before 12th grade. Students are encouraged to speak with NFC advising personnel as needed.

8. **Instruction:**
   Instructors of dual enrollment Collegiate Academy courses will have college teaching credentials established by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). All instructors will meet or exceed the academic and professional preparation requirements for teaching at NFC. NFC shall vet and appoint all instructors.

9. **Travel:**
   SCSD will coordinate transportation for Collegiate Academy students to travel to NFC's campus for on-site instruction, advising, and additional activities agreed upon. NFC personnel will coordinate course offerings and advising sessions in a systematic way, ensuring efficient travel arrangements.

10. **Branding:**
    NFC will develop a Sentinel Scholars Collegiate Academy program brand to include program-specific logo, website, brochure, shirts, etc. Graduation regalia will include a stole specifically designed to recognize Collegiate Academy students.

11. **Reference to the Dual-Enrollment Articulation Agreement**
    Parties involved with the Collegiate Academy program shall refer to the NFC and SCSD Dual Enrollment articulation agreement for all other dual enrollment-related topics not addressed in this memorandum of understanding.

12. **Signatures**
    In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

NORTH FLORIDA COLLEGE

John Grosskopf, President — Date: 11-9-23

Jennifer Page, Vice President of Academic and Student Affairs — Date: 11-9-23

SUWANNEE COUNTY SCHOOL DISTRICT

Ted Roush, Superintendent of Schools — Date

Jerry Taylor, School Board Chair — Date

Appendix A

General Education Requirements for the Associate in Arts Degree

Program Code 1001 CIP 24.0101

Complete NFC College Catalog: https://www.nfc.edu/getting-started/catalog-and-schedule/

Gordon Rule (State Rule 6A-10.30) requires all students enrolling in a Florida public college or university after October 1982 to complete four courses (twelve credit hours) with multiple writing assignments and two courses (six credit hours) of mathematics at the level of college algebra or higher. Each Gordon Rule course must be completed with a grade of "C" or better. Additionally, an Effective Communication digital badge is awarded to students upon successful completion of Freshman English I (ENC 1101) or an English course with ENC 1101 as a direct prerequisite. See an academic advisor for more information. **Gordon Rule courses are designated below by "(GR)" following the course title.**

Florida General Education Core (State Rule 6A-14.0303) requires that, prior to the award of the Associate in Arts degree, students entering degree programs must complete at least one (1) Florida General Education Core course from each of the general education areas. **All course options that meet the Florida General Education Core requirement are designated by "*" preceding the course prefix and number.**

Students must complete at least one Florida General Education Core course (designated with "*") from each General Education area, a minimum of 6 hours from each General Education area and a total of 36 hours of General Education. **Once the minimum of 6 credit hours is met for each General Education area, additional General Education credit hours may be taken from any of the General Education areas to reach a total of 36 credit hours.** Any General Education credit hours completed above the required 36 credit hours will count as elective credits toward the A.A. degree.

Civic Literacy Requirement
First time in college (FTIC) Associate in Arts degree-seeking students entering Fall Term 2018 and thereafter will be required to demonstrate civic literacy competency pursuant to Section 1007.25(4). For more information, consult an academic advisor. See also Civic Literacy Requirement in the Graduation Requirements section.

Foreign Language Competency
Associate in Arts degree-seeking students entering Fall Term 2014 and thereafter will be required to demonstrate foreign language competency. For more information, consult an academic advisor. See also Foreign Language in the Graduation Requirements section.

COMMUNICATION..... Minimum of 6 Credit Hours

A grade of "C" or better must be earned in order for the course to meet General Education Requirements.

	CRW 2001	Introduction to Creative Fiction and Poetry (GR)
*	ENC 1101	Freshman English I (GR)
	ENC 1102	Freshman English II (GR)

HUMANITIES..... Minimum of 6 Credit Hours

A grade of "C" or better must be earned in order for the course to meet General Education Requirements.

	AML 2010	American Literature I (GR)
	AML 2020	American Literature II (GR)
*	ARH 2000	Humanities-Art (GR)
	ENL 2012	British Literature I (GR)
	ENL 2022	British Literature II (GR)

*	HUM 1020	Introduction to Humanities (GR)
	HUM 2210	General Humanities I (GR)
	HUM 2230	General Humanities II (GR)
	HUM 2931R	Special Topics in Humanities (GR)
	HUM 2310	Mythology
*	LIT 1000	Introduction to Literature (GR)
	LIT 2020	Short Story (GR)
	LIT 2110	World Literature I (GR)
	LIT 2120	World Literature II (GR)
	LIT 2931R	Special Topics in Literature (GR)
*	PHI 2010	Introduction to Philosophy (GR)
	REL 2300	Introduction to World Religion (GR)

MATHEMATICS..... Minimum of 6 Credit Hours

A grade of "C" or better must be earned in order for the course to meet General Education Requirements.

*	MAC 1105	College Algebra **(GR)**
	MAC 1114	Trigonometry **(GR)**
	MAC 2140	Precalculus **(GR)**
	MAC 2233	Applied Calculus I **(GR)**
*	MAC 2311	Calculus with Analytic Geometry I **(GR)**
	MAC 2312	Calculus with Analytic Geometry II **(GR)**
	MAC 2313	Calculus with Analytic Geometry III **(GR)**
	MAP 2302	Ordinary Differential Equations **(GR)**
*	MGF 1106	Math for Liberal Arts I **(GR)**
*	MGF 1107	Math for Liberal Arts II **(GR)**
*	STA 2023	Introductory College Statistics **(GR)**

NATURAL SCIENCES..... Minimum of 6 Credit Hours

The six (6) credit hours must include at least one (1) course with lab (designated with either a C or L following the course number), and it is highly recommended that students take one (1) course from the biological sciences and one (1) course from the physical sciences. A science sequence is not required; however, transfer students whose major requires two courses in a sequence, such as General Chemistry I and II, should take both courses at NFC.

BIOLOGICAL SCIENCE

	BOT 1000C	Introduction to Botany
*	BSC 1005C	Introduction to Biology
*	BSC 1010C	Principles of Biology I
	BSC 1011C	Principles of Biology II
	BSC 1084	Survey of the Human Body
*	BSC 2085C	Human Anatomy & Physiology I
	BSC 2086C	Human Anatomy & Physiology II
*	EVR 1001	Introduction to Environmental Science
	EVR 1001L	Introduction to Environmental Science Lab
	HUN 2201	Fundamentals of Human Nutrition
	MCB 2010C	Microbiology I
	OCE 1001	Introduction to Oceanography
	ZOO 2010C	General Zoology

Note: Students will not receive Science General Education credit for both BSC 1005C and BSC 1010C. If both are taken, one course will count toward elective credit hours or additional general education. Students will not receive Science General Education credit for more than one choice from BSC 1084,

BSC 2084C, and BSC 2085C. If more than one of these classes is taken, the additional course(s) will count toward elective credit hours or additional general education.

PHYSICAL SCIENCE

*	AST 1002	Introduction to Astronomy
	AST 1002L	Introduction to Astronomy Lab
	CHM 1033C	Survey of Chemistry
*	CHM 1045	General Chemistry I
	CHM 1045L	General Chemistry I Lab
	CHM 1046	General Chemistry II
	CHM 1046L	General Chemistry II Lab
	CHM 2210	Organic Chemistry I
	CHM 2210L	Organic Chemistry I Lab
	CHM 2211	Organic Chemistry II
	PSC 1341C	Physical Science I
	CHM 2211L	Organic Chemistry II Lab
*	PHY 1020C	Fundamentals of Physics
*	PHY 1053	General Physics I
	PHY 1053L	General Physics I Lab
	PHY 1054	General Physics II
	PHY 1054L	General Physics II Lab
*	PHY 2048	Physics I with Calculus
	PHY 2048L	Physics I with Calculus Lab
	PHY 2049	Physics II with Calculus
	PHY 2049L	Physics II with Calculus Lab

SOCIAL SCIENCES..... Minimum of 6 Credit Hours

	AMH 1070	History of Florida
	AMH 2010	American History I
*	AMH 2020	American History II #
	AMH 2091	African-American History
	CCJ 1020	Introduction to Criminal Justice
	DEP 2004	Human Development
*	ECO 2013	Macroeconomics
	ECO 2023	Microeconomics
*	POS 2041	American National Government #
*	PSY 2012	General Psychology
*	SYG 1000	Introductory Sociology
	SYG 2010	Social Problems
	WOH 1012	World History to 1600
	WOH 1022	World History Since 1600

Meets Civic Literacy Requirement

ADDITIONAL GENERAL EDUCATION.....6 Credit Hours

Students should choose an additional six credit hours of general education based on their transfer or career plans.

GENERAL EDUCATION TOTAL..... 36 Credit Hours
ELECTIVES..... 24 Credit Hours

TOTAL HOURS REQUIRED: 60 Credit Hours

Appendix B

Collegiate Academy Course Map – Suwannee County

This degree map outlines the mutually agreed-upon NFC college credit courses offered by semester. Collegiate Academy students are guaranteed seats in the courses listed below. Collegiate Academy students may take summer term courses when offered but are not guaranteed seats. High school course schedules will vary by high school site.

changed

College-ready in Reading & Writing/English by June 30th - end of Freshman Year

Sophomore Year	
Fall 6 credit hours	**Spring** 6 credit hours
1. SLS 1103 (Strategies for Academic Success) 2. AMH 2010 (American History 1)	1. AMH 2020 (American History 2) 2. Online Course Elective

College-ready in Mathematics by June 30th – end of Sophomore Year
Required NFC Advising session by June 30th – end of Sophomore Year

Junior Year	
Fall 12 credit hours	**Spring** 13 credit hours
1. ENC 1101 (Freshman English) 2. A. MAT 1033 (Intermediate Algebra) B. MAC 1105 (College Algebra) 3. POS 2041 (American National Government) 4. Elective	1. ENC 1102 (Freshman English 2) 2. A. MAC 1105 (College Algebra) B. STA 2023 (Intro College Statistics) 3. Science with Lab 4. Elective

Required NFC Advising session by June 30th – end of Junior Year

Senior Year	
Fall 12 credit hours	**Spring** 12 credit hours
1. Humanities 2. ECO 2013 (Macroeconomics) 3. Science without lab* 4. Elective OR Second Math for students who took MAT 1033	1. Humanities 2. Elective 3. Elective 4. Elective

*Or with lab. See the high school guidance counselor to ensure high school science requirements are met.

Students will need to take 2 credits of the same foreign language in high school OR complete 2 semesters of the same foreign language in college with grades of "C" or better OR have documented proficiency in a foreign language per college policy.

October 2023

Appendix C

Demonstration of Readiness for College-Level Communication and Computation

TEST		PERT	SAT	ACT	Next Generation ACCUPLACER	
					Through July 2022	Since August 2022
READING		106	24	19	245	256
WRITING/ENGLISH		103	25	17	245	253
MATH	MAT 1033 MGF 1106 MGF 1107 STA 2023	114	24	19	242 (QAS)	261 (QAS)
	MAC 1105	123	26.5	21	TBD	263-275 (AAF)

A combination of scores is accepted. Scores that are more than two years old may not be used for initial placement, 1008.30, Florida Statute. Rule 6A-10.0315 Demonstration of Readiness for College-Level Communication and Computation.

ACCUPLACER Next Generation and Mathematics:

- The QAS sub-test cut score for "college ready" per FLDOE is 261.
  - This qualifies students to take "gateway" courses MAT 1033, MGF 1106, MGF 1107, or STA 2023 at NFC.
- Students planning to take the algebra sequence of courses at NFC must take the AAF sub-test and score a minimum of 263 to be eligible for MAC 1105. Otherwise, students can use MAT 1033 as a prerequisite for MAC 1105 eligibility without a score from the AAF sub-test.

July 2023

Appendix D
Lottery Selection Process

Step 1: Prepare spreadsheet containing the following labeled columns:
- Column 1 - Names of eligible students (in alphabetical order by last name)
- Column 2 - Number Assigned (starting with #001)
- Column 3 - Selection Order
- Column 4 - Notification (for office use)

Step 2: Once each student has been assigned a number, place all of the numbered chips into a a hat, box, or bag.

Step 3: A representative from NFC and a representative from SCSD will take turns drawing one chip at a time from the hat, box, or bag. As each chip is drawn, the selection order (1, 2, 3 …) will be recorded next to the corresponding poker chip number drawn. Repeat this step until 30 students are selected. Five additional numbers may be drawn for alternates.

For extra-transparency, a white board could be used to manage the procedure, and the process could be video-taped for any challenges. Transfer all information from the white board to the spreadsheet for records.

SUWANNEE COUNTY SCHOOL DISTRICT

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

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

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

TED L. ROUSH
Superintendent of Schools

MEMORANDUM

TO: Ted L. Roush, Superintendent of Schools

FROM: William Brothers, Director of Human Resources

DATE: November 27, 2023

RE: Human Resources Transactions for December 12, 2023 Regular Meeting

RECOMMENDATION:

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

SUWANNEE COUNTY SCHOOL BOARD
Human Resources Transactions
December 12, 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 2023-2024 SCHOOL YEAR:

RETIREMENT: INSTRUCTIONAL:

Suwannee Middle School:
Phoebe Solek, Teacher, effective June 3, 2024

RECOMMENDATIONS: INSTRUCTIONAL:

Branford Elementary School:
Teresa Conger, Teacher (Temporary), effective November 15, 2023
REPLACES: Samantha Torrese

Suwannee High School:
Courtney Conner, ESE Support Facilitator, effective November 15, 2023
REPLACES: Justin Bruce

RESIGNATION: INSTRUCTIONAL:

Suwanee Middle School:
Bridget McLaughlin, Mental Health Counselor, effective December 8, 2023

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

Suwannee Middle School:
Stephanie Sampson, Teacher, effective September 22, 2023 (7.50 hours)
(Amended from the October 24, 2023 Agenda)

RETIREMENT: NON-INSTRUCTIONAL:

Branford Elementary School:
Anthony Jackson, Custodian, effective June 30, 2024

Finance Department:
Teresa Jones, Employee Benefits Specialist, effective June 5, 2024

RECOMMENDATIONS: NON-INSTRUCTIONAL:

Branford Elementary School:
Amy Skillman, Paraprofessional (Temporary), effective November 16, 2023
REPLACES: New Position

Yvonne Topham, Paraprofessional, effective November 15, 2023
REPLACES: New Position

Suwannee High School:
Ashley Hingson, School Secretary, effective November 27, 2023
REPLACES: Tenlee Deloach

Suwannee Pineview Elementary:
Keeley Messer, Paraprofessional (Temporary), effective November 27, 2023
REPLACES: New Position

Suwannee Riverside Elementary:
Ashley Wright, Paraprofessional (Temporary), effective November 15, 2023
REPLACES: New Position

LeighAnn Trent, Pre-K Paraprofessional, effective November 13, 2023
REPLACES: Kelsey Lacy

Suwannee Springcrest Elementary:
Sarra Tillman, Paraprofessional (Temporary), effective November 6, 2023
REPLACES: New Position

RESIGNATION: NON-INSTRUCTIONAL:

Transportation:
Lakeisha Williams, Bus Driver, effective December 8, 2023

LEAVE OF ABSENCE: (FAMILY MEDICAL):

Finance Department:
Teresa Jones, Employee Benefits Specialist, Intermittent leave using the remainder of the 12 weeks

Transportation:
Lawrence Brannon, Mechanic, Intermittent leave up to 12 weeks beginning September 30, 2023

LEAVE OF ABSENCE: (MEDICAL)

Avril Jenoir, Bus Driver, effective November 10, 2023 through January 8, 2024
(With the option to return sooner if released by her doctor)

SUPPLEMENTARY:

Employee Name	Position	Location
Aaron Bass	Assistant Varsity Football Coach	Branford High School
Susan Burch	ESE Teacher	District Wide
Kendrick Carter	Assistant Football Coach	Suwannee High School
Tracy Combee	ESE Teacher	Branford High School
Nahjawan Dukes	Assistant Football Coach	Suwannee High School
Terry Fillyaw	Assistant Football Coach	Suwannee High School
James Garland	Boys' Assistant Basketball Coach	Suwannee Middle School
James Garland	Girls' Assistant Softball Coach	Suwannee Middle School
April Greene	Assistant Varsity Volleyball Coach	Suwannee High School
April Greene	Varsity Head Volleyball Coach	Suwannee High School
Chantel Gustavson	ESE Teacher	Suwannee Opportunity School
Kelly Jackson	ESE Teacher	District Wide
Elizabeth Johnson	ESE Teacher - Gifted	Branford High School
Lindsey Jones	Assistant Varsity Volleyball Coach	Branford High School
Lynette McDonald	ESE Teacher	Suwannee Middle School
Cera McElreath	Assistant M/S Volleyball Coach	Branford High School
Holly Marsee	ESE Teacher	Suwannee Pineview Elementary
Erin Roberts	ESE Teacher	Branford High School
Tina Roush	ESE Teacher	Branford High School
Stefani Santos	ESE Teacher	Branford High School
Stacie Swartz	ESE Teacher	District Wide
Benjamin Walker	Assistant Varsity Football Coach	Branford High School
Brittany Weaver	ESE Teacher	Suwannee Middle School
Linda Whitley	ESE Teacher	Branford High School

MISCELLANEOUS:

Resource Center:
Approval for the following to work as Teachers in the Resource Center Extended Hours Program effective November 1, 2023:

Angela Hester
Christina Mosteller
Wendy Perrin
Michelle Thompson

Approval for Katherine Parish to work in the Intensive Afterschool and Weekend Academies at Branford High School *(Grant Funded)*

Approval for Jessica Tuttle to work in the After-School Reading Tutor Program at Suwannee Springcrest Elementary

Approval for Kristi Long to work in the After-School Tutor Program at Suwannee Middle School

Approval for Kenzie Lang to work in the Extended Day Program at Suwannee Pineview Elementary

SUBSTITUTES:

Approval for Estrella Garcia to work as a Substitute Bus Attendant

Approval for the following to work as a Substitute Bus Driver:

Shateea Hughes Lakeisha Williams

Approval for the following to work as a Substitute School Nurse:

Emily Bass Erika Leak

VOLUNTEERS:

SPE	Cara Bass	Classroom, Field Trips
SPE	Rodney Bass	Classroom, Field Trips
SSE	James Black	Classroom, Field Trips
BES	Amber Bonnell	Classroom, Field Trips
BES	Marsha Bower	Classroom, Field Trips
SSE	Madisen Cantella	Classroom, Field Trips
SMS	Darryl Cherry	Basketball
SPE	Heather Corbin	Classroom, Field Trips
BES	Kristen Dasher	APT/Advisory, Classroom, Field Trips
BES/BHS	Clifford Flowers	Clubs, DJ Services
SSE	Harleston Kight	Field Trips
BHS	Hollee Koon	APT/Advisory, Classroom, Field Trips, Clubs
SSE	Brenda Kouns	Field Trips
BES	Kassie Noland	Field Trips
BHS	Jessica Paglialunga	Clubs, Soccer
BES/BHS	Whitney Rathel	Classroom, Field Trips
SPE	Daniel Rettew	Classroom, Field Trips
SPE	Jennifer Rettew	Classroom, Field Trips
SSE	Cindy Santerfeit	Classroom, Field Trips
BES	Porcha Sherrell	APT/Advisory, Classroom, Field Trips, Clubs
SMS	Dean Shingola	Wrestling Team
SPE	Patricia Simms	Field Trips, Clubs
SSE	Diane Starke	Classroom
SPE	Nicole Tormala	Classroom, Field Trips
BES/BHS	Krystina Trice	APT/Advisory, Field Trips
SPE	Stephanie Tucker	Classroom, Field Trips
BES	Destiny Warren	Classroom, Field Trips
RTC	Ellawese Washington	Clubs

End of List
2023-2024
School Year

SAFE AND SECURE SCHOOLS 3.06

POLICY:

I. Introduction

The Suwannee County School Board has as its first obligation to provide a safe, secure and orderly learning environment in all schools and at all sponsored activities for students, school personnel, and other persons. Maintaining a safe environment is the responsibility for all personnel. All exterior and interior doors shall remain locked when students are present. Personnel discovered to have propped-open, defeated door locking mechanisms, unlocked door, or unsecure doors may receive adverse disciplinary action through progressive discipline to include and up to termination. Shop doors that are inside secured areas may be opened for air flow/ventilation when personnel are present and the doors are under direct observation.

II. Orderly Environment

An orderly environment can only be achieved by developing procedures to control students, personnel, and other persons on school property and attending School Board or school sponsored events or activities. All procedures shall reflect the following policy provisions:

A. No person other than a student and employee of a school site shall be on a school campus during school hours unless they are in compliance with Policy 9.07 (Visitors).

B. A student who is suspended or expelled is not in good standing and is not permitted on the school campus, school grounds, or at a school sponsored activity.

C. Any person on a school campus or school grounds not in accordance

with this policy is hereby declared to be a trespasser and shall be asked to leave immediately by any staff member. Each principal shall keep a log of such incidents, which shall provide the name of the person asked to leave and other pertinent information. If said person shall again be seen upon the school campus or school grounds, any staff member shall immediately notify the principal or appropriate local law enforcement officials without further warning.

D. Individuals who enter School Board property, activity, or School Board meeting without a legitimate reason and create a disturbance or refuse to leave the property or activity when asked by the board chairperson, Superintendent/designee, principal or person in charge are subject to criminal penalty as provided in Florida Statutes. The person in charge shall contact appropriate law enforcement officials in cases of disruptive activity or refusal to leave the school property or activity and take appropriate actions to have the offender punished as prescribed by law. The Superintendent shall be notified of any such action at schools or school activities.

E. No person except law enforcement, security officers, and other legally identified individuals may have in his/her possession any weapon, illegal substance, or dangerous substance while on school property or at school events. However, District employees may possess a securely encased concealed firearm in their vehicle in accordance with F.S. 790.25 (5).

III. The following emergency response agency(ies) will notify the District in the event of an emergency:

Emergency Response Agency	Type of Emergency
Live Oak Police Department	All Emergencies
Suwannee County Sheriff's Department	All Emergencies

IV. Safety and Security – Emergency Plans

A. The Superintendent shall develop a School Safety and Security Plan with input from representatives of the local law enforcement agencies, the local Fire Marshall(s), representative(s) from emergency medical services; building administrators, representative(s) from the local emergency management agency, School Resource Officer(s) and/or representative(s) of the Suwannee County Health Department. The District's Emergency Response Plan is a comprehensive guide that covers all aspects of school safety such as locked doors. The best practice for securing classroom doors is by keeping the door LOCKED at all times.

B. As required by state law, the Superintendent shall require the use of the Safe School Assessment Survey based on the School Safety and Security Best Practices Indicators created by FL DOE Safe School Assessment Tool (FSSAT) to conduct a self-assessment of the District's current safety and security practices.

C. Upon completion of these self-assessments, the Superintendent shall convene a safety and security review meeting for the purpose of:
(a) reviewing the current School Safety and Security Plan and the results of the self-assessment; (b) identifying necessary modifications to the plan; (c) identifying additional necessary training for staff and students; and (d) discussing any other related matters deemed necessary by the meeting participants.

D. The Superintendent shall present the findings of the safety and security review meeting to the Board for review and approval of appropriate school safety, emergency management and preparedness plans. The Superintendent shall make any necessary recommendations to the Board that identify strategies and activities that the Board should incorporate into the School Safety and Security Plan and/or implement in order to improve school safety and security. The School Safety and Security Plan is,

however, confidential and is not subject to review or release as a public record. The Superintendent shall report the self-assessment results and any action taken by the Board to review the School Safety and Security Plan to the Commissioner of Education within thirty (30) days after the Board meeting.

E. Emergency management and preparedness plans shall include notification procedures for weapon use and active assailant/hostage situations, hazardous materials and toxic chemical spills, weather emergencies, and exposure resulting from a manmade emergency.

F. Emergency management and preparedness procedures for active shooter situations shall engage the participation of the District's Director of School Safety, threat assessment team members, faculty, staff, and students for each school and be conducted by the law enforcement agency or agencies designated as first responders to the school's campus.

1. Accommodations for drills conducted at exceptional student education centers may be provided.

G. Each school shall develop and maintain an up-to-date plan based upon the uniform guidelines and including the provisions of Florida law, State Board of Education rules, and other applicable regulations.

H. Copies of school plans shall be provided to county and city law enforcement agencies, fire departments, and emergency preparedness officials.

V. Threat Management

A. The primary purpose of a threat management is to identify individuals exhibiting threatening or other concerning behavior, assess the risk of harm, and coordinate appropriate interventions and services for such individuals. The Board's threat management

process is a systematic, fact-based method designed to identify, using threat assessment protocols, whether behaviors or communications constitute a concern for violence or harm to another person. The Threat Management Model is designed to identify, assess, manage, and monitor threats to schools, school staff and students. The goal of the threat management process is to prevent violence or harm to members of the school community. The threat management process uses a methodology that identifies students exhibiting threatening or other concerning behavior, gathers information to assess the risk of harm to themselves or others, and identifies appropriate interventions to prevent violence and promote successful outcomes.

B. The Board authorizes the Superintendent to designate a Threat Management Coordinator, a District Threat Management Team and school-based threat management teams.

1. The District Threat Management Coordinator (DTMC) must complete all trainings specific to the Coordinator role and will oversee threat management at all public k-12 schools, including charter schools sponsored by the District. The DTMC must:

    a. Ensure all district-level and school-level threat management team personnel are trained in threat management and on the Florida Model.
    b. Serve as Chair of the District Threat Management Team and as the liaison to the Department of Education's Office of Safe Schools.
    c. Ensure procedures are outlined for making referrals to mental health services for students exhibiting threatening or concerning behavior of self-harm or harm to others.
    d. Assist School Based Threat Management Teams in the District.

2. District Threat Management Team (DTMT) will receive referrals from the School Based Threat Management Teams, assess serious situations, and provide support to school-based teams, including charter schools in their district. The DTMT must include the DTMC, persons from school district administration, and persons with expertise.

3. School Based Threat Management Team (SBTMT) will be headed by a Chair and Vice-Chair who are appointed by the principal or designee.

   a. The Chair serves as the point person for threat management at the school-level and is responsible for triaging reported threats or concerning behavior and communications to determine whether the matter should be summarily closed, or whether it should be reviewed by the full SBTMT.

   b. The team shall be comprised of a minimum of four (4) members, including a person with expertise in counseling (school/psychological), instructional personnel, school administration, and law enforcement (school resource officer).

   c. If none of the SBTMT members are familiar with the student of concern, the SBTMT Chair will assign a member of the school's staff who is familiar with the student to consult with and provide background information to the threat management team. Consulting personnel do not have to complete Florida Model training and may not participate in the decision-making process.

   d. All members of the threat management team must be involved in the threat management process and final decision making.

e. Parental Notification

i. If the SBTMT Chair determines the concerning threat or behavior reported is a low level of concern and summarily closes the case, the Chair/designee must use reasonable efforts to notify the parent or guardian of the student concern.

ii. If the Chair does not summarily close the case and refers the matter to the SBTMT, reasonable efforts must be made to notify the student of concern's parent or guardian on the same day the SBTMT assigns the preliminary level of concern. The SBTMT must document all attempts to make contact with the parent or guardian using the contact information shared by the parent or guardian with the District.

iii. If the preliminary level of concern is high, the SBTMT chair or designee must notify the Superintendent or designee to ensure the requirements of F.S. Stat. 1006.07 are met.

iv. The SBTMT Chair must notify the student of concern's parent or guardian if the threat management process reveals information about their student's mental, emotional, or physical health or well-being or results in a change in related services or monitoring, including but not limited to implementation of a Student Support Management Plan (SSMP).

v. The SBTMT Chair or designee must provide a copy of the SSMP to the student of concern's parent or guardian upon the plan's finalization and anytime the SSMP is substantially revised.

vi. The SBTMT Chair must make a reasonable effort to notify the parent or guardian of the targeted student before the end of the school day that the report was received unless the Chair has determined the concern is unfounded.

4. The threat management team will be responsible for the assessment of individuals whose behavior may pose a threat to the safety of school staff and/or students and coordinating resources and interventions for the individual.

5. If a student with a disability is reported to have made a threat to harm others and the student's intent is not clear, a referral will be made to the threat management team for evaluation.

6. Upon a preliminary determination that a student poses a threat of violence or physical harm to him/herself or others, the threat management team may obtain criminal history record information. The team must immediately report its determination to the Superintendent who must immediately attempt to notify the student's parent or legal guardian. A parent or guardian has the right to inspect and review the threat management. The team will coordinate resources and interventions to engage behavioral and or mental health crisis resources when mental health or substance abuse crisis is suspected.

7. The threat management team must plan for the implementation and monitoring of appropriate interventions to manage or mitigate the student's risk for engaging in violence and increasing the likelihood of positive outcomes.

8. Upon the student's transfer to a different school, the threat management team must verify that any intervention

services provided to the student remain in place until the threat management team of the receiving school independently determines the need for intervention services. Threat management teams must meet as often as needed to fulfill their duties of assessing and intervening with persons whose behavior may pose a threat to school staff or students, but no less than monthly. The teams must maintain documentation of all meetings, including meeting dates and times, team members in attendance, cases discussed and actions taken.

9. Through the DTMC, the District must ensure that all threat management teams in the District report to the DOE office on the team's activities during the previous year. The District School Safety Specialist must ensure all schools in the District timely report all required information. The report will contain all data or information required by Florida law.

VI. Safety – Procedures

A. School alarms shall be monitored on a weekly basis and malfunctions shall be reported for immediate repair.

B. A safety program shall be established consistent with the provisions of Policy 8.01. The emergency preparedness procedures will identify the

individuals responsible for contacting the primary emergency response agency and the emergency response agency that is responsible for notifying the school district for each type of emergency.

C. Emergency evacuation drills (fire, hurricane, tornado, active assailant/hostage situation, other natural disaster, and school bus) shall be held in compliance with state requirements and formulated in consultation with the appropriate public safety agencies. Each principal, site administrator, or transportation official is responsible for:

1. Developing and posting emergency evacuation routes and procedures;

2. Assigning and training all staff members in specified responsibilities to ensure prompt, safe and orderly evacuation;

3. Identifying and reporting hazardous areas requiring corrective measures; and

4. Preparing and submitting within fifteen (15) calendar days an after-action report of each emergency drill and fire drill to the District school safety specialist for review.

D. In the event of an emergency, the Superintendent is authorized to dismiss early or close any or all schools. Except that the principal may dismiss the school when the Superintendent or designee cannot be contacted and an extreme emergency exists endangering the health, safety, or welfare of students. Any such actions shall be reported immediately to the Superintendent or designee along with a statement describing the reasons for the action. Such report shall be submitted to the School Board at the next regular meeting unless a special meeting is held relating to the emergency.

E. Parents, as defined by law, have a right to timely notification of threats, unlawful acts, and significant emergencies that occur on school grounds,

during school transportation or during school-sponsored activities pursuant to sections 1006.07(4) and (7), F.S.

1. Parents have a right to access school safety and discipline incidents as reported pursuant to section 1006.07(9), F.S.

F. **All exterior and interior doors shall remain locked when students are present. Shop doors may be opened for air flow/ventilation when personnel are present and the doors are under direct observation.**

VII. Safety – Violence Prevention

A. The Superintendent shall develop a violence prevention plan for use by each school.

B. Training in identification of potentially violent behaviors and the procedures to be implemented shall be provided to personnel of the schools.

VIII. Security

A. The Superintendent shall establish and implement a Domestic Security Plan consistent with the requirements of the National Incident Management System (NIMS).

B. The Superintendent shall develop and implement guidelines and procedures for reviewing each school's security provisions.

C. The Superintendent shall designate an administrator or law enforcement officer employed by the Suwannee County Sheriff's Office as the school safety specialist for the District. The School Safety Specialist is

responsible for the supervision and oversight for all school safety and security personnel, policies, and procedures in the District. The School Safety Specialist's responsibilities include, but are not limited to the following:

1. On an annual basis the school safety specialist will review district and charter school policies and procedures for compliance with state law and rules and ensure the timely and accurate submission of the school environmental safety incident report (FSSAT) to the Department.

2. The School Safety Specialist must provide recommendations to the superintendent and school board at a publicly noticed board meeting identifying strategies and activities that the Board should implement in order to address the findings to improve school safety and security.

3. No later than November 1, the School Safety Specialist shall submit a district best-practice assessment in the FSSAT that includes the school board's action(s) to the school security risk assessment findings and recommendations provided to them.

4. Provide training and resources to students and staff in matters relating to mental health awareness and assistance; emergency procedures (including active assailant training), and school safety and security.

5. The School Safety Specialist will develop a process related to safety used to identify and correct instances of noncompliance at the school.

    a. Deficiencies relating to safe-school officer coverage must be resolved by the next school day.

b. Within 24 hours, the School Safety Specialist must notify the Office of Safe Schools of the deficiencies related to safe-school officer coverage and any instance of noncompliance that is determined to be an imminent threat to the health, safety and welfare of students or staff. The Office of Safe Schools shall be notified within three (3) days of any instance of noncompliance that is not corrected within 60 days.

6. The School Safety Specialist shall notify the district's superintendent if there is a suspected deficiency of the district's and/or a school's noncompliance.

D. A review of each school's security provisions shall be conducted annually by the principal with a written report submitted to the Superintendent or designee for submission to the Board forreview.

E. Each school's emergency plan shall include security provisions including emergency lockdown procedures.

F. Establishing policies and procedures for the prevention of violence on school grounds; including assessment of and intervention with individuals whose behavior poses a threat to the safety of the school community.

G. Adhering to background screening procedures for all staff, volunteers and mentors.

H. Security trailers may be located on school property.

IX. Mental Health

A. The School Board shall identify a mental health coordinator for the

District. The mental health coordinator shall serve as the primary contact for the district's coordination, communication, and implementation of student mental health policies, procedures, responsibilities, and reporting.

B. The mental health coordinator shall be responsible for:

1. working with the Office of Safe Schools;

2. maintaining records and reports regarding student mental health as it relates to school safety and the mental health assistance allocation;

3. facilitating the implementation of school district mental health policies relating to the respective duties and responsibilities of the school district, the superintendent, and school principals;

4. coordinating the staffing and training of threat assessment teams with the school safety specialist, and facilitating referrals, to mental health services, as appropriate for students and their families;

5. coordinating with the school safety specialist, the training and resources for students and school district staff relating to youth mental health awareness and assistance; and

6. annually review of the district's policies and procedures related to student mental health for compliance with state law and alignment with current best practices and making recommendations, as needed, for amending said policies and procedures to the superintendent and the district school board.

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED: 316.614, 790.115, 790.25, 1001.43, 1001.51, 1006.062, 1006.07, 1006.145, 1006.1493, 1006.21, 1013.13, F.S.

STATE BOARD OF EDUCATION RULE(S): 6A-1.0403, 6A-3.0171, 6A-1.0018

History:	Adopted:
	Revision Date(s): 12/17/02, 4/27/10, 5/22/2018, 9/25/2018, 11/19/2019, 12/15/2020, 4/27/2021, 10/26/2021, 1/25/2022,
	Formerly: Campus Disorders and Trespassing 3.06

SCHOOL VOLUNTEERS 3.13

POLICY:

The School Board welcomes visits from parents and encourages parent and community involvement in our school programs and events. When the level of or nature of the involvement exceeds the role of a parent or visitor, the individual must be an approved school volunteer, unless they are a School Board employee.

A school volunteer is any non-paid individual who gives his / her time to a school or school staff member while performing assigned duties. Duties assigned to school volunteers shall be consistent with Florida Statutes and State Board of Education Rules.

I. The school principal and each staff member who is assigned a school volunteer shall be responsible for assigning duties to school volunteers which are consistent with Florida Statutes, State Board of Education Rules, and School Board Rules.

II. The Superintendent shall issue directives concerning school volunteers as may be deemed necessary.

III. School volunteers shall be subject to background checks based on the volunteer level.

A. Level I Volunteers: Level I volunteers may be assigned to work with or help students in settings closely supervised by school personnel, such as classrooms, field trips, and school provided transportation. These volunteers apply annually and are screened using Level 2 screening standards found in Section 435.04 against questionnaires and criminal history databases approved by the superintendent.

B. Level II Volunteers: Level II volunteers work under the supervision of the teacher/principal and may be assigned to work with students in settings that are out of direct sight or hearing of the supervisor. They may ride SCSB transportation, serve as mentors, overnight chaperones and other assignments as requested by the school. Level II volunteers must pay the cost of fingerprinting and meet the Level II screening standards found in Section 435.04, Florida Statutes. They must apply and be

approved by the school principal annually.

A person who has been arrested for and is awaiting final disposition of, has found guilty of, regardless of adjudication, or entered a plea of nolo contender or guilty to, or has been adjudicated delinquent and the record has not been sealed or expunged for, any offense listed in Section 435.04(2) or (3), Florida Statutes, shall not be eligible to be a school volunteer.

V A school volunteer shall be accorded the same protection of Florida Statutes as accorded to certificated instructional personnel provided the school volunteer has been duly approved by the school principal as a school volunteer and has officially recorded his / her attendance in the school where he / she is rendering services under an administrative or instructional staffmember.

VI. The District may establish a postemployment volunteer program allowing retirees to provide civic, charitable, and humanitarian services during their first 12 calendar months following retirement without causing the retiree to violate the requirement concerning termination of employment provided the program meets the following criteria:

A. Before the date of retirement, the District and retiree do not enter an agreement or understanding that the retiree will provide any service(s) for the District.

B. Neither the District nor a third party may provide any form of compensation, including cash equivalents, to the volunteer retiree for his/her volunteer service.

C. The District may not provide the retiree volunteer any employee benefits, including health or life insurance benefits, except as otherwise provided in law.

D. A volunteer may be provided equipment or a uniform if necessary to complete the task associated with the volunteer program.

E. The volunteer is limited to providing no more than 20% of the number of hours the volunteer was expected to work per week before his/her date of retirement.

F. There must be a clear distinction between the duties of a volunteer and the duties of an employee.

G. The schedule of the volunteer, including the number of hours volunteered and type(s) of assignments agreed to by the volunteer, is controlled by the volunteer.

H. The District and the retiree are required to maintain adequate records to document compliance with the criteria of the program.

I. The records must be made available to the department or state board upon request.

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.
LAW(S) IMPLEMENTED: 110.504(4), (5), 435.04, 440.02(15) (d) 6, 768.28, 943.04351, 1001.43, 012.01,
F.S. STATE BOARD OF EDUCATION RULE(S): 6A-1.070

History:	Adopted: Revision Date(s): Reviewed by SCSB: 7/28/09 Formerly: ICC

INTERNET SAFETY	3.22*+

Introduction

I. It is the policy of Suwannee County School Board to:

A. prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications;

B. prevent unauthorized access and other unlawful online activity;

C. prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and comply with the Children's Internet Protection Act [Pub. L. No. 106-554 and 47 USC 254(h)];

D. Implement technology protection measures that will:

1. filter or block access to material that is not appropriate for students based upon the subject matter and/or the age of the students served at each school;
2. prevent hacking or unauthorized access by students to data or information that they should not have access to, or other unlawful online activities by students;
3. prevent access to websites, web or mobile applications, or software that do not protect against the disclosure use or dissemination of students' personal information in accordance with Florida Administrative rules; and
4. prohibit students from accessing social media platforms, except when expressly directed by a teacher for an educational purpose

E. Protect the safety and security of students when using email, chat rooms, and other forms of direct electronic communications

II. Access to Inappropriate Material

Through this policy, the Suwannee County School Board shall:

A. Require the use of technology protection measures to filter or block access to material that is not appropriate for students, taking into consideration the subject matter and the age of the students served at each school;

B. Protect the safety and security of students when using email, chat rooms, and other forms of direct electronic communications;

C. Require the use of technology protection measures to prevent hacking or unauthorized access by students to data or information that they should not have access to, and to prohibit other unlawful online activities by students;

D. Prevent access to websites, web or mobile applications, or software that does not protect against the disclosure, use, or dissemination of students' personal information in accordance with Rule 6A-1.0955, F.A.C.; and

E. Prohibit students from accessing social media platforms, except when expressly directed by a teacher for an educational purpose.

F. TikTok.
   1. The use of TikTok, and any successor platforms, on all district or school-owned devices, or on any device (including privately owned devices) connected to district or school-provided internet is prohibited; and
   2. The use of TikTok, or any successor platforms, to communicate or promote the Suwannee County School District, any school within Suwannee County School District, any school-sponsored club, extracurricular organization, or athletic team in the Suwannee County School District is prohibited.

G. To the extent practical, technology protection measures (or "Internet filters") shall be used to block or filter access to inappropriate information on the Internet or other forms of electronic communications.

H. Specifically, as required by the Children's Internet Protection Act, blocking/filtering shall be applied to visual depictions of material deemed obscene or child pornography, and to any material not age appropriate.

I. Blocking/filtering of Internet content, including Social Media access, may be disabled-for staff and students, only for bona fide educational purposes may access be permitted. Any request for disabling blocking/filtering must be made in writing to the school principal and describe the specific content to be unblocked/unfiltered and the bona fide educational purpose for such access. Upon review, the school principal or his / her designee shall approve or deny the request.

III. Inappropriate Network Usage

A. To the extent practical, steps shall be taken to promote the safety and security of users of the Suwannee County School District online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications.

B. Specifically, as required by the Children's Internet Protection Act, prevention of inappropriate network usage includes:
   1. unauthorized access, including so-called 'hacking,' and other unlawful activities; and
   2. unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

IV. Education, Supervision, and Monitoring

A. It shall be the responsibility of all members of the Suwannee County School District staff to educate, supervise, and monitor appropriate usage of the online computer network and access to the Internet in accordance with this policy.

B. Prior to requiring students to access online content, staff must confirm the content is not blocked by the student Internet filter.

C. Procedures for disabling or otherwise modifying any technology protection measures shall be the responsibility of the Executive Director of IT or designated representatives.

D. Suwannee County School District will provide age-appropriate training for students who use the District's Internet facilities. The training provided will be designed to promote the District's commitment to:

1. The standards and acceptable use of Internet services as set forth in the School District's Internet Safety Policy;
2. Student safety with regard to:
   a. safety on the Internet;
   b. appropriate behavior while on online, on social networking Web sites, and in chat rooms; and
   c. cyberbullying awareness and response.

E. Compliance with the E-rate requirements of the Children's Internet Protection Act ("CIPA"). Following receipt of this training, the student will acknowledge that he/she received the training, understood it, and will follow the provisions of the district's acceptable use policies.

V. Adoption

A. Acceptable Use of the Digital Network of the Suwannee County School District The following are typical uses of the digital network:

1. Students' use of the District's digital network, internet service and other electronic resources is a privilege. As a condition of that privilege, students must comply with this policy and the. Electronic Resources Responsible Use Policy (ESRUP).

2. The following general rules govern students' use of the District's digital network and technology resources:
   a. The use must be in support with the District's educational goals and policies.

b. The use must comply with this policy and the Electronic Resources Responsible Use Policy (ESRUP).
c. The use must comply with the instructions of teachers and staff.

3. Require that students who access our network with district or personally owned electronic equipment ANNUALLY sign the Electronic Resources Responsible Use Agreement which is to be kept on file at each school or district department.

4. The use must comply with applicable laws and regulations, Including
   a. bullying and harassment and
   b. copyright laws.

VI. Prohibited Activities

A. The following are prohibited:
   1. Use that violates the Code of Conduct.
   2. Use of another individual's account or providing individual account information to another person.
   3. Use of the network for financial gain or for political or commercial activity.

B. Attempting to send or sending anonymous messages of any kind or pretending to be someone else while sending a message.

C. Attempting to access, modify, harm or destroy another user's data on the network.

D. Harassing, insulting, ridiculing, attacking or defaming others via network communications.

E. Attempting to subvert, defeat or disable installed web or network access filters, workstation security software, antivirus software or other features, network firewalls or other measures in place to secure the school district's technology resources.

F. Users of unauthorized methods of access to Suwannee County School District technology resources such as modems and virtual private networks (VPN's).

G. Use of remote access software or services to access remote computer networks, workstations or servers from the district system.

H. Attempting to transmit damaging agents (e.g., computer viruses, Trojan horses, worms) or otherwise willfully damaging or disrupting any computer facility, software, or data.

I. Attempting to interfere with the normal operation of computers, terminals, peripherals, or networks.

J. Usage invades the privacy of others.

K. Use or experimentation with software or hardware without written approval from the Director of, Information Technology. • Willfully publishing, storing, displaying, transmitting, playing, or editing material that is obscene, threatening, profane, prurient, sexually suggestive or otherwise inappropriate.

L. Changing, deleting or modifying Internet browser settings including
hiding or deleting Internet history or records of Internet use.

M. Use of the system for an unauthorized purpose.

N. Broadcasting a WiFi signal or operating a personal Hotspots from personal devices.

O. Students shall not perform any kind of maintenance, repair, configuration or installation services on District owned devices.

VII. Enforcement

Students who violate this Policy may be denied access to Suwannee County School District computing or technology resources and may be subject to disciplinary action, including possible expulsion. Alleged violations will be subject to the Suwannee County School District disciplinary procedures.

VIII. No Expectation of Privacy

Users have no expectation of privacy in their use of the District system.

IX. Electronic Resources Responsible Use Agreement and Acknowledgement

As a condition of the privilege of using the District's system and technology resources, students/parents are required to annually acknowledge and agree to the District Electronic Resources Responsible Use Policy.

X. The Use and Operation of Personally Owned Technology Devices or Electronic Property Students and visitors who are authorized to use or operate personally owned devices must adhere to the following:

A. District employees are not authorized to install software, perform any repair, configuration or maintenance on student-owned technology resources, that are brought to school property or present during school sponsored activities including both software and hardware resources.

B. Students who are authorized to bring and/or use a personally owned technology devices are responsible for the safe keeping and proper use of their property. The District is in no way liable for any loss or damage for student-owned devices.

C. Schools/Departments will not be responsible to hold or store student-owned devices.

XI. Additional Requirements

A. Students or Visitors Requesting a Waiver for Personal Electronic Property or Bring Your Own Device (BYOD)

Students and visitors requesting to operate their personal

computing device (notebook computer, touch tablet, etc.) within the district must obtain written approval and abide by the following additional requirements: Any computer that is connected to the District Digital Network via wired or wireless control must have functioning anti-virus software running with up-to-date virus definitions. A Waiver for Personal Electronic Property form must be signed (denoting approval) by the school or district department administrator prior to operating any personal electronic property in Suwannee County School District schools or offices. Any student or visitor that operates any personal electronic property must also sign and acknowledge this Electronic Resources Responsible Use Agreement.

B. Additional Guidelines for Students Student users must adhere to the following additional guidelines:

1. Students must observe and adhere to all regulations when using any digital device on school campus or during sponsored events including cell phone use as outlined in the Student Conduct Code.
2. Students will comply with the Suwannee County Digital Citizenship Guidelines.

C. Additional Rules Governing the Use of Video, Photo and/or Audio Recording Devices at School This section addresses the use of devices that can record audio, photo or video content in the school environment, particularly the classroom. Such recording devices include:

1. Smart Pen (i.e. Livescribe Echo),
2. Personal audio recorder,
3. Mobile/Smart Phone (i.e. iPhone),
4. Personal Media Player/MP3/MiniDisc Player (i.e. iPod),
5. Mobile Tablet or Slate Device (i.e. iPad, Nexus), eReader (i.e. Nook, Kindle)
6. Mobile Computer System capable of recording video, photo, audio (i.e. notebook, netbook)
7. Digital or film-based Camera or video recorder
8. Digital or film-based Audio Recorder (i.e. Cassette player)

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED: 1001.02, 1003.02 F.S.
Rule 6A-1.0957, 6A-1.0955

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

ARTIFICIAL INTELLIGENCE ACCEPTABLE USE 4.26+

I. Introduction

It is the policy of Suwannee County School District to:

A. Support the use of technology to improve teaching and learning, and to support innovations throughout the educational system.

B. With artificial intelligence (AI) technology shifting from providing access to instructional resources and capturing data to automating decisions about teaching and learning processes and detecting patterns in data it is necessary for there to be an increase in the level of responsibilities a person may delegate to a computer system.

C. Since AI systems could lead to bias in how patterns are detected and unfairness in how decisions are automated, it is essential for the District to develop this policy in how AI is developed for and used in education.

D. This policy outlines the acceptable use of AI tools and applications within Suwannee County Schools to ensure their safe, ethical, and responsible use.

E. It is the District's responsibility to educate and train students to utilize AI in an ethical and educational way. The District is not banning teacher or student use of AI, but each teacher and student needs to be aware of the limitations and guidelines of its usage.

1. Teachers may allow the use of AI for curriculum purposes. For example, AI programs may assist students with providing clarifications of information or explanations of ideas and concepts. AI may also be helpful for students with generating ideas, topics and writing prompts.

F. Teachers and staff need to be aware and understand:

1. Generative AI is not a substitute for human creativity, judgement, and creation.

2. Supervisors must be notified when AI is being used to complete a task.
3. The use of AI may implicate Intellectual Property rights, Privacy rights, and other District policies.
4. Any work product prepared by AI should peer reviewed for accuracy, appropriateness, and bias (depending on the nature of the work).
5. They must not enter passwords, confidential, proprietary, or sensitive District data into AI.
6. They must not enter employee or student records, names, addresses, etc., into AI.
7. Do not integrate AI tools with District software.
8. Do not use AI for employment decisions about applicants or employees.
9. Do not use AI tools specifically prohibited by the District, the Florida Department of Education, the State of Florida, or the United States Department of Education.

G. Students Responsible Use –

1. When using AI students need to be aware that anything entered into AI may be retained or reused by the AI, without the ability of the student or the District to retract or further control such information. Students are prohibited from entering any District information and documents or personally identifiable information of students or District staff into AI on District-owned or operated computers, devices, software, and hardware, including through Internet-access provided by the District.
2. AI can have implicit bias, and even present incorrect information. Students should understand that AI is not always factually accurate, nor seen as a credible source. All users must also be aware of the potential for bias and discrimination in AI.
3. If a student is using AI, they need to think critically and be sure to fact-check using primary sources.
4. AP, IB and Dual Enrollment college and university classes may have additional restrictions and limitations regarding the use of AI.

5. The use of AI, including tools like ChatGPT, necessarily implicates academic integrity for essays or other papers submitted on behalf of the student. Should AI be used in any capacity, the student must indicate they used AI related to their school work and to what extent AI-generated information was prepared. The use of AI could be subject to the Academic Dishonesty Policy.
6. Students are not permitted to use AI to avoid doing their own work.
7. Students may not use AI when their teacher has expressly forbidden its use.
8. Student access to certain websites using AI may be granted. However, privacy guidelines and age restrictions must be considered prior to allowing the usage.

H. Any misuse of AI, such as hacking or altering data, on District-owned or operated computers, devices, software, and hardware, including District-provided Internet-access, is strictly prohibited.

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED: 1001.02, 1003.02, F.S.

STATE BOARD OF EDUCATION RULE(S): 6A-1.0957, 6A-1.0955

History: Adopted: _____
Revision Date(s): _____

OPERATION OF UNMANNED AERIAL VEHICLES (Drones) 4.27

I. The School Board is committed to providing all students and staff with technology-based learning opportunities. Unmanned remotely controlled aerial systems ("drone(s)") have value in an instructional setting. Use of drones is a privilege which comes with responsibilities - to which students and staff must adhere.

II. Drones - are defined as any powered, aerial vehicle that when operated outdoors is subject to Federal and/or State regulations.

III. Staff and students shall only operate drones in accordance with this policy and applicable Federal guidelines. Any inappropriate use must be reported to the Superintendent or his/her designee.

IV. A teacher wishing to use/demonstrate any drones in an instructional related setting must adhere to the guidelines of this policy and applicable Federal guidelines. A clear connection between drone technology and the approved course curriculum must exist.

V. Drone Use Pre-Qualification Guidelines

A. Any staff member who requests to use drones in their curriculum program must provide educational objective supporting documentation and obtain permission from their administrator.
B. Any staff member who requests to use drones in an athletic program must meet the Florida High School Athletic Association (FHSAA) guidelines and seek permission from their administrator.
C. Any staff member who has been granted permission to use drones in their curriculum or athletic program must obtain remote operator certificate (FAA Part 107 Guidelines).
D. All drones owned and operated by the District are to be registered with the Federal Aviation Administration (FAA).
E. Only drones produced by approved drone manufacturers can be used for educational purposes and by the District for operations and maintenance of District property.

VI. Operation Guidelines

A. Staff and students shall not operate drones within five (5) miles of any airport without prior notification and acknowledgment from airport authorities. Written documentation for notification should be logged and kept on file by the notifying staff member.

B. Students operating drones on school grounds must: be enrolled in a program that includes the use of drones in its curriculum and have been trained in the use of drones by the teacher.

C. Students shall not operate drones without the direct supervision and presence of a teacher.

D. All proper safety equipment must be used by any operator(s) and observer(s) to include eye and ear protection.

E. The use of any drone on school grounds must be approved in advance by the principal or a district administrator.

F. Drone operators (staff and students) must maintain safe control and line-of-sight at all times during operation and are prohibited from flying drones over playing fields, seating and spectator areas where and when people are present, as well as parking areas where and when people and/or vehicles are present. Broadcast from a remote location does not constitute line of sight.

G. Staff and students shall not operate drones above an altitude of 400 feet above ground level or within 400 feet of a structure as outlined in FAA Part 107 guidelines.

H. Any district or teacher provided drone operated on school grounds must be of relatively low power, be equipped with blade guards, weight less than 0.55 lbs., and not be subject to FAA registration requirements. Staff and students shall not operate a drone with a weight of more than 55 lbs.

I. Staff and students shall not operate drones before sunrise or after sunset or in adverse weather conditions.

J. Staff and students shall not operate drones within proximity to or above individuals, crowds, or vehicles, to include parking lots, bleachers, sporting events, school-based activities or functions.

K. Students are not permitted to bring drones to school.

L. If used outside, and if the drone were to be flown/blown onto a building roof, off-campus location, or another restricted area, the teacher/coach must report it immediately to school administration and appropriate support staff, i.e. custodial staff, or technical services if the drone is located on the roof. Students shall not be used to retrieve the drone under any such circumstances.

M. Any variance from this policy requires the prior written authorization from both the Director of Safety and Security and the Supervisor of Risk Management.

VII. Inappropriate Use

A. Staff and students shall not operate drones under circumstances where profit would be generated.

B. Staff and students shall not operate drones broadcasting or recording images of people or property where the reasonable expectation of privacy exists or over areas that are normally deemed private by social norms, such as restrooms, locker rooms, or residential areas.

C. Staff and students shall not operate drones indoors, i.e. no flying in classrooms.

VIII. Drone Injuries or Incidents

A. Any injuries or property damage resulting from District drone use shall immediately be reported to the operator's direct supervisor and to the Risk Management Department. Further use of the drone in question will be suspended until an investigation of the events takes place and clearance for use is provided.

B. Any scenarios not addressed within this policy shall be governed by the appropriate Federal Aviation Administration regulations.

C. Violations of this policy may result in disciplinary action for staff and/or students and/or revocation of drone use privileges.

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED: 330.41, 934.50 F.S.
Title 49 U.S.C §§40101, 40102 and 40103 14 C.F.R § 1.1
Federal Aviation Administration Advisory Circular AC 91-57A
Public Law 112-95 Code of Federal Regulation Part 107 – Small Unmanned Aircraft Systems
Florida High School Athletic Association Guideline Handbook

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

ZERO TOLERANCE FOR SCHOOL- RELATED CRIMES 5.13*

POLICY:

I. It is essential that schools be safe and orderly to provide environments that foster learning and high academic achievement. The District shall strive to protect students, staff, visitors and volunteers from harm and to protect victims of crime from further victimization. In a disciplinary action, there is a rebuttable presumption that the actions of a student who intervened for the defense of others or in the student's own self-defense, was using only the amount of force necessary, to stop a violent act against a student, staff, or volunteer that was necessary to restore or maintain the safety of others. This policy applies to conduct on School District property, school or District provided transportation and at any school or District sponsored activity. This policy implements the State Board of Education's zero tolerance policy as outlined in Florida Statutes.

II. Acts that pose a threat to school safety are those acts that endanger the life or safety of a student, staff member or other person on campus or at a school or District sponsored activity. Students found to have committed the following offenses on school property, school-sponsored transportation or during a school-sponsored activity shall be brought before the Board for expulsion or expelled from their regular school, unless the superintendent requests in writing that the School Board modify the requirement by assigning the student to a disciplinary program or second chance school, in accordance with Article X:

A. Such acts include but are not limited to:

1. homicide (murder, manslaughter);

2. sexual battery;

3. armed robbery;

4. aggravated battery;

5. battery or aggravated battery on teacher or other school personnel

6. assault or aggravated assault on teacher or other school personnel

7. kidnapping or abduction;

8. arson;

9. possession, use or sale of any firearm or weapon;

10. possession, use or sale of a controlled substance;

11. possession, use or sale of any explosive device;

12. threat or false report to do harm related to bombs or weapons, or

13. victimization of students.

The expulsion limit is mandatory for a minimum of one (1) full year from the student's regular school.

B. Prior to taking such action against any student, the School Board shall ensure that appropriate due process procedures are followed. If a student committing one of the offenses outlined in subsection (1) of this rule is identified as disabled and participating in a program for exceptional students, then school personnel shall follow procedures in State Board of Education Rule 6A-6.0331. This provision shall not be construed to remove a School Board's discretion in cases where mitigating circumstances may affect decisions on disciplinary action.

C. The School Board may assign more severe consequences than normally authorized for violations of the Code of Student Conduct when the offender appears motivated by hostility toward the victim's real or perceived race, religion, color, sexual orientation, ethnicity, ancestry, national origin, political beliefs, marital status, age, social and family background, linguistic preference, or disability.

D. Local law enforcement authorities shall be notified immediately when one of the offenses listed above is committed on school property, on school- sponsored transportation, or during a school-sponsored activity. Additionally, if the offense involves a victim, school officials

shall notify the victim and the victim's parents or legal guardian if the victim is a minor, of the offense and of the victim's rights to press charges against the offender. School personnel shall cooperate in any investigation or other proceedings leading to the victim's exercise of rights as provided by law.

E. The school principal shall monitor the administration of discipline of students to ensure that discipline is administered equitably without regard to real or perceived race, religion, color, sexual orientation, ethnicity, ancestry, national origin, political beliefs, marital status, age, social and family background, linguistic preference, or disability. Annually, the principal shall review school discipline data with the school advisory council in developing school improvement plans to maintain a safe and healthy school environment that protects the civil rights of all students.

III. Acts that are considered petty misconduct may disrupt the educational process but do not endanger the life or safety of an individual. Such acts include but are not limited to:

A. Cellular telephone violation;

B. Defiance of authority;

C. Disruption, minor;

D. Dress code violation;

E. Eating or drinking on the bus;

F. Forgery;

G. Horseplay;

H. Leaving campus without permission;

I. Lying or misrepresentation;

J. Profanity;

K. Vehicle parking violation.

IV. The District shall establish agreements with the county sheriff's office and local police department(s) that provide for reporting conduct that threatens school safety and obtaining assistance from the appropriate law enforcement agency. Law enforcement consultation is not required for petty

acts of misconduct which are not a threat to school safety.The District shall report to the appropriate law enforcement agency any act that poses a threat to the safety or welfare of students, staff and other persons on school property or at school events or is a serious violation of law. The following acts when committed on School District property or at a District activity shall be reported to the appropriate law enforcement agency:

A. Alcohol violation;

B. Alcohol, sale or distribution;

C. Arson;

D. Battery;

E. Bomb or biochemical threat;

F. Breaking and entering or burglary;

G. Disruption of school, major;

H. Drug use, sale or distribution;

I. Explosives, possession or use;

J. Extortion;

K. False alarm;

L. Firearms violation;

M. Gang-related activity;

N. Hate crime;

O. Illegal organization, membership;

P. Robbery;

Q. Sexual battery;

R. Sexual harassment;

S. Sexual misconduct;

T. Sexual offense;

U. Stalking;

V. Trespassing;

W. Weapons violation;

X. Any felony as defined by Florida Statutes.

VI. Consultation with law enforcement is required when a student commits more than one misdemeanor, to determine if the act should be reported.

VII. The school principal shall notify all school personnel of their responsibility to report to the principal or his/her designee crimes or incidents posing a threat to school safety and ensure the incident is properly documented.

VIII. Students found to have committed one of the following offenses on school property, school sponsored transportation or during a school sponsored activity shall be expelled, with or without continuing educational services, from the student's regular school for a period of not less than one (1) full year and be referred to the criminal justice or juvenile justice system, unless the superintendent requests that the School Board modify the requirement by assigning the student to a disciplinary program or second chance school, in accordance with Article X:

A. Bringing a firearm or weapon as defined in Chapter 790, Florida Statutes, to school, to any school function, or onto any school-sponsored transportation or possessing a firearm at school.

B. Making a threat or false report as defined in Florida Statutes Sections 790.162 and 790.163 respectively, involving school or school personnel's property, school transportation or a school-sponsored activity.

C. Assault or battery on specified officials or employees in violation of Section 784.081, Florida Statutes.

D. Hazing as defined in 1006.135, Florida Statutes.

IX. When a student is formally charged with a felony or a delinquent act that would be a felony if committed by an adult, the Superintendent shall notify appropriate personnel including the principal, the transportation director, the student's classroom teachers, the student's bus driver and other school personnel who directly supervise the student.

X. The School Board may assign the student to a disciplinary program for the purpose of continuing educational services during the period of expulsion.

XI. The Superintendent may consider the one (1) year expulsion requirement on a case-by-case basis and request the School Board to modify the requirement by assigning the student to a disciplinary program or second chance school if the request for modification is in writing and it is determined to be in the best interest of the student and the school system.

XII. If a student committing any of the offenses in this policy is a student with a disability, the School Board shall comply with the applicable State Board of Education rules.

XIII. Any student found to have committed a violation of Section 784.081(1), (2) or (3), Assault or Battery on Specified Officials or Employees shall be expelled or placed in an alternative school setting or other program as appropriate. Upon being charged with the offense, the student shall be removed from the classroom immediately and placed in an alternative school setting pending disposition.

XIV. A student or his/her parent may request a review by the Superintendent of any disciplinary action taken by the District. Such request must be submitted in writing to the Superintendent within ten (10) days of the imposition of disciplinary action.

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED: 120.57(1), 775.08, 784.081, 790.162, 790.163, 985.04, 1001.42, 1001.43, 1001.54, 1003.31,1003.42, 1006.07, 1006.08, 1006.09, 1006.13, 1006.135, 1006.14, 1012.28, F.S.

STATE BOARD OF EDUCATION RULE(S): 6A-6.03311

History:

Adopted:

Revision Date(s): 11/21/2000, 2/23/10, 3/22/2011, 9/25/2018, 7/23/2019, 11/19/2019

ADMINISTRATION OF MEDICATION 5.15

POLICY:

I. Each school principal shall designate a staff member(s) to administer medications. The staff member(s) shall be trained annually by the registered nurse at each school.

II. Administration of medications during school hours is discouraged unless a physician determines that a student's health needs require medication during school hours. The Student Conduct and Discipline Code shall set forth provisions for administering medications.

III. Narcotic analgesics will not be administered at school. Narcotics are known to cause decreased coordination and decreased levels of consciousness, thus presenting both impaired learning and safety issues for the student.

IV. Medication must be transported to and from school by the parent/guardian or a responsible adult designated by the parent or guardian.

V. Instructions for the use of the medication shall be provided in writing by the Florida licensed prescribing healthcare practitioner and/or described on the medication container provided by the Florida licensed prescribing healthcare practitioner or pharmacist.

VI. All medications shall be delivered to the school office/clinic with a Medication Authorization Form completed and signed by the student's parent(s) or legal guardian and the Florida licensed prescribing healthcare practitioner, to grant permission for administering all medication. The form must include the following:

A. Name of Student;

B. Diagnosis;

C. Reason the medication must be given during the school day;

D. Name and purpose of medication;

E. Time and/or condition under which the medication is to be given;

F. Specific instructions on the administration of the medication as stated in Section IV above;

G. Approximate duration of medication to include beginning and ending date;

H. Allergies; and

I. Side effects;

VII. Receipt, Storage, Control and Return of Medications

A. All medications being received by Suwannee District Schools, must be counted with the parent/adult delivering the medication and a school health staff person and/or a district school board employee who is receiving the medication. Verification of the count shall be made in writing on the Medication Administration Log Notes by the person delivering the medication(s) and the person receiving the medication(s);

B. All medications being returned to parents/adults shall be counted with the parent/adult receiving the medication and a school health staff person and/or a district school board employee who is returning the medication. Verification of the count shall be made in writing on the Medication Administration Log Notes by the person returning the medication(s) and the person receiving the medication(s);

C. All medication(s) to be administered to a student/students by designated and trained staff members while a student/students are away from school property and/or on official school business shall be counted with designated and trained staff members receiving the medication(s) and the school nurse or a school health staff person who is releasing the medication(s). Verification of the count shall be made in writing on the Medication Administration Log Notes by the person receiving the medication(s) and the person releasing the medication(s);

D. All medications being returned to the school nurse/school health staff by designated and trained staff members shall be counted with designated and trained staff members returning the medication(s) and the school

nurse or a school health staff person who is receiving the medication(s). Verification of the count shall be made in writing on the Medication Administration Log Notes by the person returning the medication(s) and the person receiving the medication(s);

E. Each prescribed medication to be administered by district school board personnel/school health staff shall be received and stored in its original container. When the medication is not in use, it shall be stored in its original container in a secure fashion under lock and key in a location designated by the school principal and/or the school nurse.

F. Only medication in its ORIGINAL container from the store, the Florida licensed prescribing healthcare practitioner, or pharmacy will be accepted.

G. All Non-Prescription/Over the Counter medications must be received by school board personnel /school staff in a sealed, unopened container with the student's name clearly written on the container.

H. A separate Medication Authorization Form must be completed for each medication that must be given during school hours or school sponsored activities.

VIII. Changes to Medications

A new prescription bottle with correct labeling and a new Authorization for Medication Administration Form, completed by the student's parent(s)/guardian(s) and the Florida licensed prescribing healthcare practitioner, is required for any dosage changes.

a. School health staff/district school board personnel cannot begin or discontinue medications, alter or change dosages or times of administration without a new, Medication Authorization Form, being completed by the parent(s)/guardian(s) and the Florida licensed prescribing healthcare practitioner.

b. Prescription labels shall not be altered with handwriting by a parent/guardian, school board personnel, or school health staff.

IX. The first dosage of any new medication shall not be administered during school hours because of the possibility of an allergic reaction.

X. All medication which is kept at school/on school board property shall be stored in a secure place under lock and key with the student's name attached and clearly visible (except for students who have permission to self-administer emergency medications and/or medications for asthma, pancreatic insufficiency or cystic fibrosis and/or diabetes). Only authorized district school board personnel /school staff who have been designated by the principal and/or trained by the school nurse can have access to and administer said medication.

XI. Emergency Injectable Medications such as Epi-pens, Glucagon, etc. must be accessible immediately in case of an emergency. Only these medications with the exception of inhalers will leave the building in the event of an emergency. These medications should be kept in the clinic. It is not recommended to keep emergency medications in the classroom unless the student has been checked off to self-carry.

Emergency Injectable Medications may be kept in a secure but unlocked location in the clinic. If stored this way, there should be a sign on the outside of the medication cabinet indicating where the emergency medications are located.

XII. No medications (prescription or non-prescription), with an expired prescription date or that is past the manufacturers' expiration date will be administered at school or during school sponsored activities.

XIII. Special Conditions

A student with a special health condition(s) such as asthma, pancreatic insufficiency or cystic fibrosis, diabetes, or who has experienced or is at risk for life-threatening allergic reactions, may carry and self-administer prescription medication for emergency situations and/or for the treatment of pancreatic insufficiency or cystic fibrosis, asthma and/or diabetes, as approved by his/her Florida licensed prescribing healthcare practitioner and his/her parent/guardian. The approval of the Florida licensed prescribing healthcare practitioner and the parent and information regarding the medication required in section IV and V must be on file in the principal's and/or nurse's office. A student who has permission to self-administer emergency medication and/or medication for asthma pancreatic insufficiency or cystic fibrosis, and/or diabetes may carry the medication on

the bus, to and from school-sponsored events, while participating in school-sponsored activities, and while in school. The principal shall notify the bus driver and the transportation department regarding such students.

A. The school nurse, (who is a Registered Nurse) upon performing a nursing assessment of a student, shall determine whether or not that student is ready to responsibly self-carry and administer medications at school or during school-sponsored activities without endangering the health and safety of themselves, school staff, and/or fellow students. If the school nurse determines that a student is not ready to responsibly self-carry and administer medications at school or during school-sponsored activities, the medication(s) will be administered by school health staff and/or trained district school board personnel.

B. Parents are strongly encouraged to keep a back-up supply of any emergency medications, such as an inhaler, epipen, diabetes medication, etc., in the school clinic.

C. Under NO circumstances should students show, share, dispense, or deliver prescription or non-prescription medication to another student.

XIV. Records

A record shall be maintained on each student who receives any medication during school hours, including the time each dose of any medication was administered. These records shall be made available daily to the principal and authorized personnel.

XV. Discontinued Medication

When medication is discontinued, parents are required to pick up all unused medication within one week. When the school year ends, parents are required to pick up all unused medication by the end of the last student school day. Unclaimed medications will be destroyed. When medication is destroyed, this action shall be taken pursuant to 499.0121 Florida Statute, in such a manner as no one could make use of the medication or be harmed by it.

XVI. Medications Administered While Students Are Away from School Property

The requirements for the administration of medication while students are away from school property and/or on official school business shall be the same as those while on school property. All medications including non-prescription medications that are taken on field trips or other official school business must be in the original container with the student's name clearly visible on the container, and stored under lock and key (except for students who have permission to self-administer emergency medications and/or medications for asthma, pancreatic insufficiency or cystic fibrosis, and/or diabetes). Only trained district school board personnel or school staff will administer medication away from the school site except for students who have permission to self-administer emergency medications and/or medications for asthma, pancreatic insufficiency or cystic fibrosis, and/or diabetes.

XVII. A student may possess and use a medication regulated by the US Food and Drug Administration for over-the-counter use to treat and/or relieve headaches while on school property or at a school-sponsored event or activity without a physician's note or prescription, the medication must be in the original container.

STATUTORY AUTHORITY: 1001.41, 001.42, F.S.

LAW(S) IMPLEMENTED: 1001.21, 1001.43, 1002.20, 1002.22, 1006.062, F.S.

STATE DEPARTMENT OF HEALTH RULE(S): 64F-6.004

HISTORY:	ADOPTED: 7/25/06
	REVISION DATE(S): 10/26/10, 8/25/2015, 9/25/2018
	FORMERLY:

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.

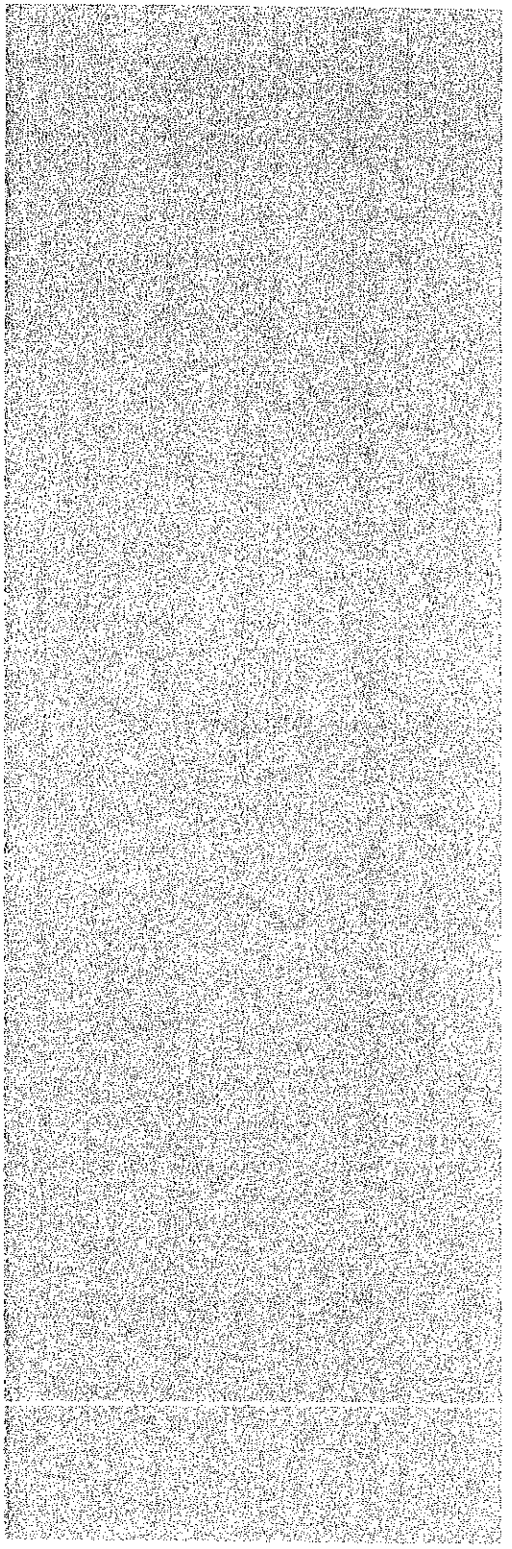
VI. Parents have the right to access and review all school records related to the minor child including but not limited to, the right to access school safety and discipline incidents as reported pursuant to section 1006.07 (7) and (9), F.S.

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.

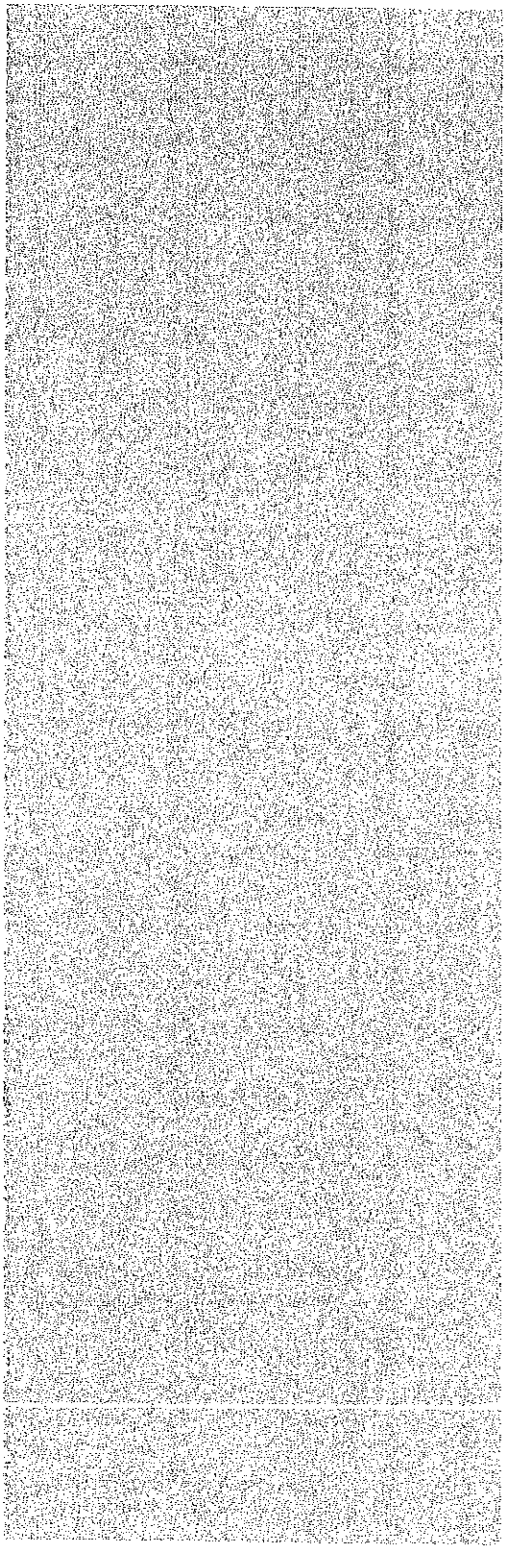
XIII. Student information that is confidential and exempt shall not be released except when authorized by §1002.221, F.S.

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 followingpersons or organizations without the prior written consent of the eligible student or the student's parent:

    a. Officials of schools, school systems, career centers, orpublic 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

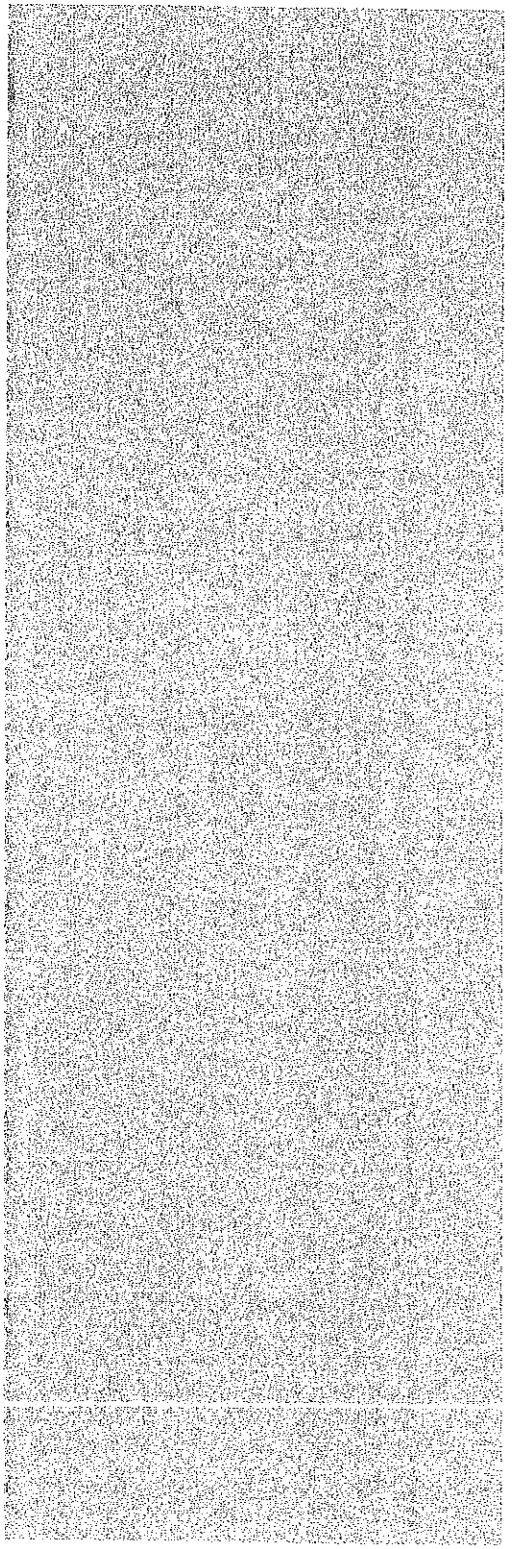
disclosed information. Specifically, the entity must demonstrate the existence of a sound data security plan or data stewardship program, and must also provide assurances that the PII will not be re-disclosed without prior authorization from the Board. Further, the entity conducting the study, audit, 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 five (5) 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.

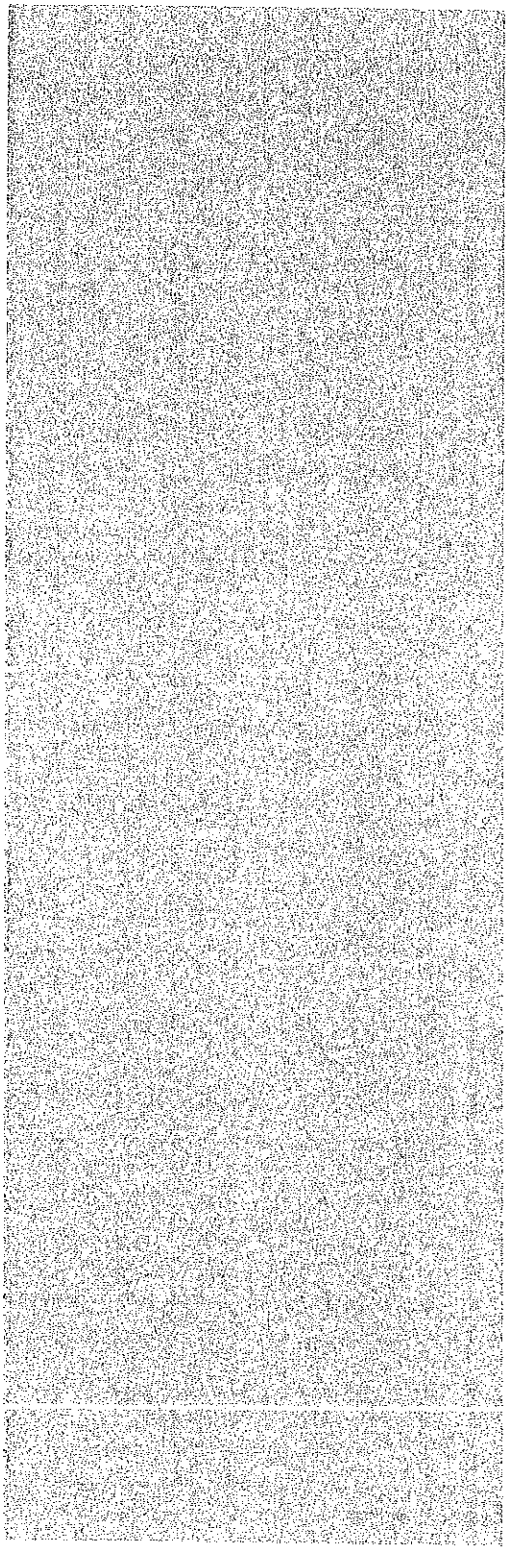
2. Verified reports of serious or recurrent behavior patterns, including substantive and transient threat management evaluations and intervention services; and

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 management 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 management 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

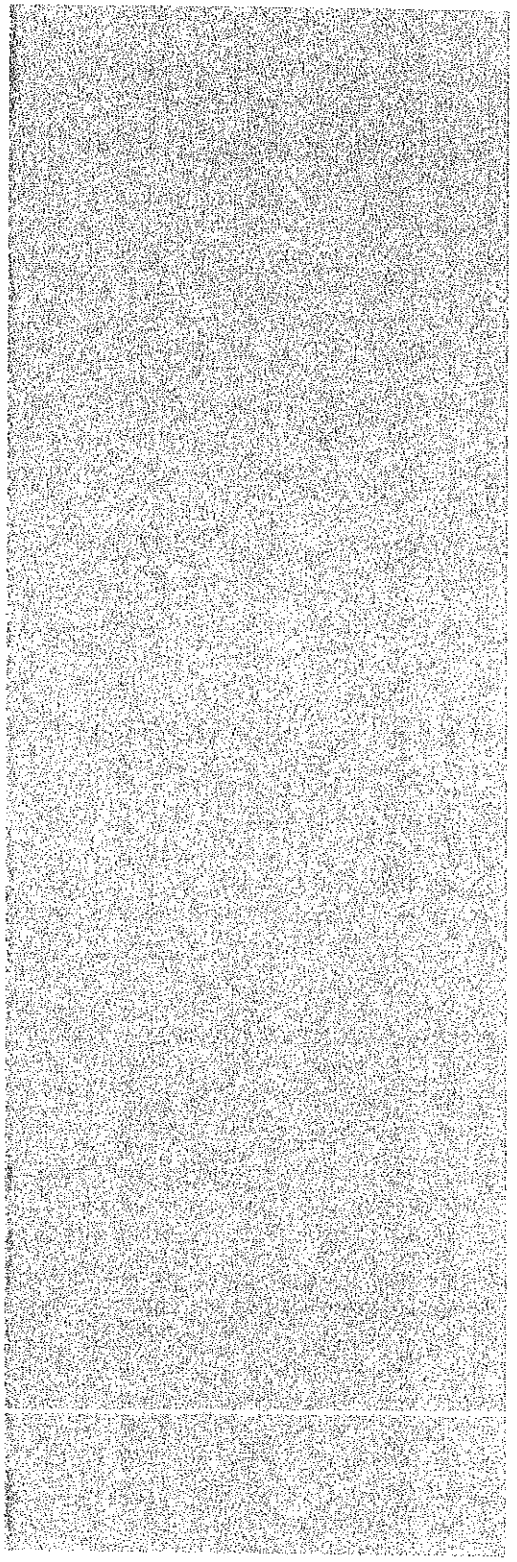
A. To be used as student identification numbers as required by 1008.386, F.S., until the Department of Education has issued a student identification number;

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)(h) and this policy.

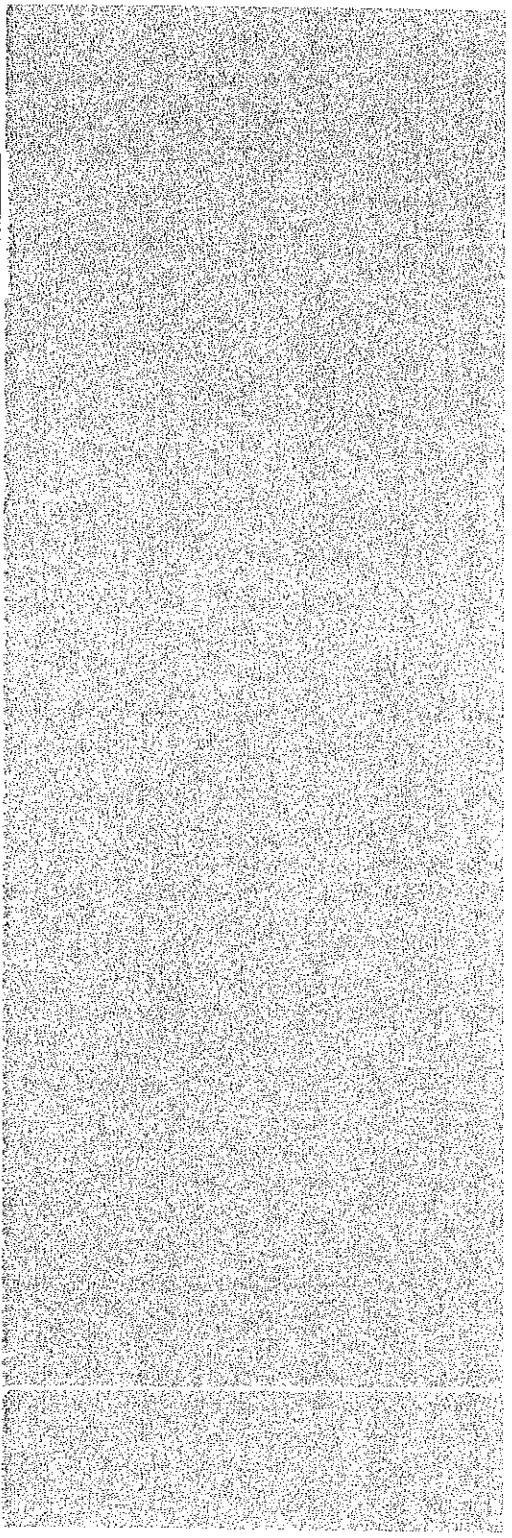
STATUTORY AUTHORITY: 1001.41; 1001.42, F.S.

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; 20 USC§ 1232g (34 CFR PART 99) P.L. 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

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History:	Adopted: Revision Date(s): 5/25, 2010, 3/22, 2011, 1/27/2015, 10/27/2020, 4/27/2021, 10/26/20214, 4/25/2023



CHILDREN OF MILITARY FAMILIES 5.40

I. The District shall recognize the provisions of the *Interstate Compact on Educational Opportunities for Military Children* and shall address the educational transition issues faced by military families.

II. Assistance to children of military families, as defined in the *Compact,* shall include but not be limited to:

A. Enrollment and eligibility;
B. Educational records;
C. Placement;
D. Attendance; and
E. Graduation.

III. A student must be considered a resident for enrollment purposes and provided preferential treatment in the controlled open enrollment process when presented with an official military order advising that the parent is transferred or pending transfer to a military installation within the State. Dependent children of active duty military personnel meeting eligibility criteria for special academic programs offered through the schools must be enrolled in such program if the student's parent requests placement in the program and is transferred to the state during the school year.

IV. The Superintendent shall develop procedures to assist students who are children of military families and to remove barriers to educational success.

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED: 1000.36, 1001.43, 1003.05, F.S.

History:	Adopted:11/19/2019 Revision Date(s): 9/22/2020 Formerly: New

DEFERRED RETIREMENT OPTION PROGRAM (DROP) 6.216

POLICY:

The Deferred Retirement Option Program ("DROP") as defined in Chapter 121, Florida Statutes, is an alternative method of deferred payment of retirement benefits for up to ninety-six (96) months after an eligible member of the Florida Retirement System reaches his/her normal retirement date but wishes to continue employment with a Florida Retirement System employer. In order to participate, the employee must submit a binding letter of resignation, establishing a deferred termination date. DROP will allow the participant to defer all retirement benefits payable during the DROP period. Upon termination of DROP, the participant will receive the DROP benefits and his/her regular retirement benefits under Chapter 121, Florida Statutes.

I. Participation in DROP: All Members of the Florida Retirement System are eligible for DROP. Members electing to participate in DROP must meet the eligibility and timeline requirements outlined in Florida Statutes.

II. DROP participation may be extended beyond the initial 96 calendar-month period if the instructional and administrative personnel's termination date is before the end of the school year. Instructional and administrative drop personnel may have DROP extended until the last day of the last calendar month of the school year in which their original DROP termination date occurred if their drop termination date is other than the last day of the last calendar month of the school year.

III. Statutorily defined instructional personnel in grades K-12, authorized by the school superintendent, may extend DROP participation for up to an additional 24 months beyond the 96-month period. If the extension period concludes before the end of the school year, such instructional personnel may further extend their DROP participation through the last day of the last calendar month of the school year.

IV. Benefits Payable:

A. Sick Leave – Employees will be paid terminal pay for accumulated sick leave at retirement, or, if service is terminated by death, to his/her beneficiary. Upon election to participate in DROP, and based upon the employee's established deferred termination date, previously accumulated sick leave as of the entry date of DROP shall be paid the employee according to the salary established at the time of entry into the DROP Program in the following prorated installments:

1. Deferred Termination Date: Payment Schedule

   a. 0-12 months - 1 lump payment in the month following the last month worked.

   b. 13 through 24 months: Fifty percent (50%) at the end of the first twelve (12) months and final payment in the month following the last day worked.

   c. 25 through 36 months: Thirty-three and 1/3 percent (33 1/3) each twelve month period and final payment in the month following the last day worked.

   d. 37 through 48 months: Twenty-five percent (25%) at the end of each 12 month period and final payment in the month following the last day worked.

   e. 49 through 60 months: Twenty percent (20%) at the end of each 12 month period and final payment in the month following the last day worked.

2. Sick leave will be earned during DROP as prescribed by Florida Statutes.

3. It is in the intent of this policy that an individual entering DROP will be allowed to use sick leave which was accrued

prior to this retirement and entrance into DROP. The procedures for utilization of such leave shall be as follows:

a. Sick leave earned prior to DROP shall be calculated in accordance with School Board policy.

b. The value of each sick day will be computed according to the salary established at the time of entry into DROP. Should a DROP participant use a sick day(s) accrued prior to entrance into DROP, the monetary value of their remaining sick days shall be reduced by the value of the sick day(s) used.

c. Final adjustments in the total amount of compensation for accrued sick leave will be made prior to the final payment at the end of DROP.

B. Annual Leave – Employees electing to participate in DROP shall be entitled to terminal pay for accrued annual leave as required by state law, Suwannee County School Board policy, and/or union contract. Upon election to participate in DROP and the employee's election to receive a lump sum payment of accrued annual leave, payment shall be made prior to the effective beginning date of DROP into the tax deferral plan adopted by the school board, and shall then be paid to the employee in accordance with the terms of such plan.

1. Employees will be paid for all accumulated annual leave upon entry into the DROP program.

2. Employees will earn annual leave during the DROP period as prescribed by Florida Statute, Suwannee County School Board policy and/or union contract.

3. Annual leave accumulated during DROP participation will not be paid to the employee at separation except to the extent the employee has earned additional annual leave which combined

with the original payment does not exceed the maximum lump- sum payment for 78 days.

4. Annual leave earned prior to entering DROP which exceeds the maximum lump sum payment allowed by Board policy may be used during DROP; however, the employee shall not be entitled to compensation at the end of DROP for any unused portion of accumulated leave.

5. Employees will earn annual leave during the DROP period as prescribed by Florida Statute, Board policy and/or union contract. Annual leave accumulated during DROP participation, will not be paid to the employee at the end of DROP participation, except to the extent the employee has earned additional annual leave which combined with the original payment does not exceed the maximum lump sum payment allowed by Board policy.

C. Employees participating in DROP shall receive a $1000 bonus if the Superintendent is notified in writing if such retirement is to be effective no later than June 30th of that school year and six (6) months' notice of retirement is given, unless the DROP period expires and the employee is no longer eligible for employment under FRS DROP guidelines.

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

LAWS IMPLEMENTED: 121.091; 1001.43, F.S.

History:	Adopted: 2/16/99 Revision Date(s): 10/26/10, 10/26/2021 Formerly: New

REPORT OF MISCONDUCT 6.39*

The School District of Suwannee County shall adhere to all requirements related to employee misconduct that affects the health, safety or welfare of a student.

I. Mandatory Reporting of Misconduct

A. It is the duty of all employees to report to the Superintendent alleged misconduct by any School Board employee that affects the health, safety or welfare of a student that would be violation of s. 800.101, or that would be a disqualifying offense under s. 1012.315 F.S., or any allegation of sexual misconduct with a student. Failure of an employee to report such misconduct shall result in disciplinary action. Further, an employee who knowingly or willfully fails to do so, or who knowingly or willfully prevents another person from doing so, commits a misdemeanor of the first degree. An employee who knowingly or willfully coerces or threatens another person with the intent to alter his or her testimony or written report regarding a violation of s. 800.101 F.S. commits a misdemeanor of the first degree.

B. Educational support employees, instructional personnel and school administrators shall report alleged misconduct of other educational support, instructional personnel or school administrators who engage in or solicit sexual, romantic, or lewd conduct with a student.

C. If the prohibited conduct occurs while the employed by the district, the School Board and Superintendent must report the employees or personnel and the disqualifying circumstances to the department of education for inclusion on the disqualification list maintained by the department pursuant to section 1001.10(4)(b), F.S.

D. A law enforcement agency shall, within 48 hours, notify the district school superintendent when its employee is arrested for a felony or a misdemeanor involving the abuse of a

minor child or the sale or possession of a controlled substance. Within 24 hours after such notification, the school principal or designee shall notify parents of enrolled students who had direct contact with the employee and include, at a minimum, the name and specific charges against the employee.

II. Investigation

The Superintendent shall immediately investigate any allegation of misconduct by an employee that affects the health, safety or welfare of a student regardless of whether the person resigned or was terminated before the conclusion of the investigation. The Superintendent shall notify the department of the result of the investigation and whether the misconduct warranted termination, regardless of whether the person resigned or was terminated before the conclusion of the investigation.

A. An employee who is alleged to have committed such misconduct shall be reassigned to a position not requiring direct contact with students pending the outcome of the investigation.

B. Information related to the alleged misconduct shall be considered confidential during the investigation until the investigation is concluded with a finding to proceed or not to proceed with disciplinary action or charges and the subject of the complaint has been notified of the finding.

C. The Superintendent shall report alleged misconduct to the Department of Education as required by Florida Statutes. The Superintendent shall report alleged misconduct of educational support employees, instructional personnel or school administrator who engage in conduct that would be considered disqualifying pursuant to Section 1012.315,
F.S. or any allegation of sexual misconduct with a student. Failure to report such conduct to the department or law enforcement forfeits the Superintendent's salary for up to one year.

D. The School District shall notify the parents of a student affected by an educator's violation of the district's Standards of Ethical Conduct. This notice must be provided to the parent within thirty (30) days of knowledge of the incident and inform the parent of:

1. The nature of the misconduct,
2. If the District reported the misconduct to the department in accordance with Section 1012.796, F.S.,
3. The sanctions imposed against the employee, if any, and
4. The support the school district will make available to the student in response to the employee's misconduct.

III. Legally Sufficient Complaint

The Superintendent shall file any legally sufficient complaint with the Department of Education within thirty (30) days after the date the District became aware of the subject matter of the complaint. A complaint is considered to be legally sufficient if it contains ultimate facts that show that an instructional or administrative employee has committed a violation as provided in 1012.795, F.S., and defined by State Board of Education rule.

IV. Resignation or Retirement in Lieu of Termination

If the Superintendent determines that misconduct by an educational support employee, instructional staff member or an administrator who holds a certificate issued by the Florida Department of Education affects the health, safety, or welfare of a student and the misconduct warrants termination, the staff member may resign or be terminated and the Superintendent shall report the misconduct to the Department of Education as required.

V. Employment Reference

The Board, Superintendent, or any other representative of the School District shall not enter into a confidentiality agreement regarding terminated or dismissed educational support employees, instructional personnel or school administrators, or educational support, instructional personnel or

administrators who resign in lieu of termination, based in whole or in part on misconduct that affects the health, safety, or welfare of a student, and may not provide an employment reference or discuss the performance of an employee with a prospective employer in an educational setting without disclosing the person's misconduct that affected the health, safety or welfare of a student. Any part of an agreement or contract that has the purpose or effect of concealing misconduct by educational support, instructional personnel or school administrators which affects the health, safety, or welfare of a student is void, is contrary to public policy, and may not be enforced.

VI. Notification

The policies and procedures for reporting alleged misconduct by employees that affects the health, safety or welfare of a student shall be posted in a prominent place at each school and on each school's website. The notice shall include the name of the person to whom the report is made and the consequences for misconduct.

VII. Protection from Liability

A. Any individual who reports in good faith any act of child abuse, abandonment or neglect to the Department of Children and Family Services or any law enforcement agency shall be immune from any civil or criminal liability that might result from such action.

B. An employer who discloses information about a current or former employee to a prospective employer, at the employee's request or at the prospective employer's request, shall be immune from civil liability for such disclosure as provided by Florida Statute.

VIII. False or Incorrect Report

The Superintendent, a Board member or any District official shall not sign and/or transmit any report regarding employee misconduct to a state official that he/she knows to be false or incorrect. An individual who knowingly makes a false or incorrect report shall be subject to disciplinary action as prescribed by Florida Statute.

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED: 39.203, 112.313, 119.071, 768.095, 1001.42, 1006.061, 1012.01, 1012.22, 1012.27, 1012.795, 1012.796, 1012.797 F.S.

STATE BOARD OF EDUCATION RULE(S): 6A-10.081

History: Adopted: 11/18/08

Revision Date(s): 1/28/2014, 6/28/2016, 9/25/2018, 10/26/2021, 8/23/2022

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 entering into any online services agreement or contract contemplated by this policy on behalf of the School Board, the Superintendent, or his/her designee shall:

a. 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.

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

c. 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.

d. 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:

   The Assistant Superintendent of Instruction is authorized to enter into contracts or other written agreements contemplated by this policy on behalf of the School Board. The terms of such contracts or other written agreements shall be limited exclusively to the data described in this policy. Any contract or other written agreement which includes terms outside of the scope of this policy, including, but not limited to, price, monies, or other remuneration, and

executed by the Assistant Superintendent of Instruction shall be invalid and have no effect. Prior to the use of any online educational service, a contract or other written agreement contemplated by this policy must exist between the School Board and the vendor providing the service. An employee's failure to follow this policy may result in disciplinary proceedings, up to and including termination.

~~.—Parent/Guardian Notice:~~

9.

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:_____1002.21,1002.22F.S. 20 U.S.C. s. 1232g(a)(4); 15 U.S.C. ss. 6501-6506 34 CFR §99.3; F. A.C. § 6A-1.09550

History:	Adopted: 04/25/2023 Revision Date(s): Formerly: New

EMERGENCY DRILLS 8.04*

POLICY:

I. The schools shall conduct six (6) emergency drills every school year that are non-concurrent with fire drills. One emergency drill must take place within the first ten (10) days of the beginning of the school year, and the remaining drills must take place at least every forty-five (45) days that school is in session. Four (4) of the six (6) emergency drills must address active threats. The remaining two (2) drills must address other emergency events, such as severe weather, natural disasters, hazardous materials, or reunification. An after-action report of each emergency drill and fire drill shall be prepared and sent to the District school safety specialist for review.

A. Accommodations for drills conducted at exceptional student education locations may be provided.

II. The principal and instructional and non-instructional school staff shall formulate a base emergency evacuation exit and cover plan which is designed to familiarize the occupants with all means of exit and appropriate cover areas for emergencies. Special emergency exits that are not generally used during the normal occupancy of the building shall be carefully detailed and outlined. Diagrams shall be posted in each student occupied area clearly indicating emergency exits and alternate evacuation routes.

III. The principal shall plan and assign to staff members the responsibility of prompt and orderly evacuation of the school buildings.

IV. The principal shall identify and report to the Superintendent or designee hazardous areas requiring corrective measures. Such written reports shall be sent to the Superintendent's office.

V. The Superintendent shall make available to each principal a copy of State Board of Education rules and any amendments adopted by the State Board of Education relating to emergency evacuation drills.

STATUTORY AUTHORITY: 1001.41; 1001.42, F.S.

LAWS IMPLEMENTED: 404.056, 1001.43,1013.12, F.S.

History:	Adopted:
	Revision Date(s): 11/21/2000, 10/26/2021 Formerly: EBC

ATHLETIC TRAINING AND SERVICE AGREEMENT BETWEEN SUWANNEE COUNTY SCHOOL BOARD AND THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

THIS AGREEMENT is entered into and made effective the 12th day of January, 2024, by and between the **SUWANNEE COUNTY SCHOOL BOARD,** located at 1740 Ohio Ave. S., Live Oak, Florida 32064 ("School Board") and **THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES ("University"), for the benefit of the UNIVERSITY OF FLORIDA COLLEGE OF MEDICINE, DEPARTMENT OF ORTHOPAEDIC SURGERY AND SPORTS MEDICINE.**

WITNESSETH:

WHEREAS, in support of its educational programs and its service mission, University enters into agreements pursuant to which it provides athletic trainer services, through its University-employed professionals;

WHEREAS, the School Board has the need for Board Certified Athletic Trainers ("AT") to provide services for the Suwannee County Public Schools, specifically at the School Board's high schools (as specified in Exhibit A; collectively the "Schools") for the 2023-2024 school year;

WHEREAS, the educational programs of University will be enhanced because of opportunities for faculty, residents, fellows, and students to participate in educational, clinical, and administrative responsibilities through the cooperative efforts of School Board and University; and

WHEREAS, Under Article IX, § 7 (a) of the Florida Constitution, University's purpose or "mission" is to achieve excellence through: 1) teaching students, 2) advancing research, and 3) providing public service for the benefit of the state's citizens, and the provision of University's services within the scope of the arrangement described hereunder operates to further these important goals by providing a public service to the School Board and local children and families by providing access to board certified Athletic Trainers for students enrolled in the county's high school.

NOW THEREFORE, the parties agree:

1. Pursuant to this Agreement, University will provide AT services its Schools, beginning on January 12, 2024 and continuing through June 30, 2024. University will assign to each School one AT to provide at least twenty (20) hours per week of AT Services.

2. The overall goal of the ATs providing University AT Services, is to help plan, organize, coordinate, and supervise the sports medicine program for all sports within the athletic program at the respective schools. To assure consistency in the athletic programs of the Suwannee County schools, the School Board will require each school, regardless of whether the school has been designated to receive Services, to follow and adhere to athletic programs

policies and procedures established by UF Health Orthopaedics.

3.

a. The University agrees to provide the Services herein described at a rate of forty dollars ($40.00) per hour for the high schools specified in **Exhibit A** which will be payable by the School Board within 15 days after receipt of a monthly invoice from University. Payments will commence on January 15, 2024 and continue until June 30, 2024. Funding will be used to cover in full, or a portion of, the AT's stipend, tuition, and services for providing athletic training services for the Provider. All payments are due on the fifteenth day of the month (beginning January 14, 2024).

b. In addition, School Board will reimburse University for all AT round trip mileage expenses at the maximum federal prescribed rate per mile, currently $0.655 per mile. University will invoice Board separately every three (3) months for mileage expenses incurred during the preceding three months. School Board will pay each invoice within 15 days of receipt.

c. For any AT Services that are requested by School Board and provided by University that are in addition to services detailed in Exhibit A or Section 3.e., School Board will reimburse University for such AT Services at the rate of $40.00 per hour. University will invoice School Board at the end of each month in which University provided such additional services.

d. Further, School Board will provide, at its sole cost, all athletic training supplies, and will ensure that reasonable and adequate supplies and equipment will be available onsite at each respective school.

e. After consulting with University, School Board may designate, in writing, additional schools after its initial designation. School Board will include the number of hours per week of AT Services required at each additional school in its designation. Each designation after the initial designation must be signed by both parties to take effect and will be appended to and made part of this Agreement as a new exhibit. School Board initial designation of high schools to receive services is attached hereto as **Exhibit A** and made a part hereof. For each additional school designated by School Board, University will assign to school one of its University-employed ATs to provide Services for the requested number of hours per week. The fee for the additional AT(s) for the 2023-24 school year will be calculated based on a rate of $40.00 per hour. If an athletic trainer position within the Suwannee County Public Schools is vacant at the time this Agreement is executed or becomes vacant during the School Year, the School Board agrees that such vacancy will be filled through the Services provided under this Agreement and that University may hire and employ any such athletic trainer.

f. All payments will be made pursuant to the "Local Government Prompt Payment Act," Chapter 218, Fla. Stat. (2022). Checks for Services rendered pursuant to this Agreement, and travel expenses incurred will be made payable to Florida Clinical Practice Association, Inc., and mailed to the attention of UF Health Orthopaedics and Rehabilitation, c/o to Annie Guillarmod, P.O. BOX 112727, Gainesville, Florida, 32611.

Invoices for travel reimbursement or additional AT Services will be sent to:

Suwannee County School Board
1740 Ohio Ave. S.
Live Oak, Florida 32064

Checks will be made payable and mailed to:

Florida Clinical Practice Association, Inc.
Attn: Annie Guillarmod
Department of Orthopaedic Surgery and Sports Medicine
PO Box 112727
Gainesville, FL 32611-2727

4. The AT's first responsibility, shared with parents, Supervising Physician, and coach, is the welfare, safety, and physical condition of all athletes. The AT will:

a. Maintain athletic training room facilities.

b. Develop a budget for medical supplies and equipment to be submitted to the athletic director yearly or on request, so that appropriate injury protection and management will be possible.

c. Participate in the evaluation and treatment of minor injuries.

d. Participate in the application of first aid and other medical assistance as is reasonable and possible under the circumstances pending the arrival of ambulance services in the case of major injuries.

e. Offer preventative taping of athletes, as needed.

f. Provide recommendation for exercise or other physical measures for minor injuries under the directions, supervision, and review of a physician.

g. Provide the appropriate procedures for the prevention, assessment, treatment and rehabilitation of athletic injuries within their scope of practice and under protocols established by the AT's supervising physician ("Supervising Physician"), a licensed Doctor of Medicine or Osteopathic Medicine and in accordance with Section 468.713, Fla. Stat. and Fla. Admin. Code R. 64B33-4.001. For all purposes herein, the Supervising Physician will be an employee of the University of Florida-College of Medicine.

h. Maintain records on all athletes and submit a summary report at the end of the year, and comply with applicable state and federal laws and regulations governing such records and as well as School Board policy governing student records and reports. With respect to the use and maintenance of student information, the parties to comply with the requirements of 34 C.F.R. 99.33(a) governing the use and redisclosure of student information, and will not make available or distribute any student information in violation of the Federal Family Educational Rights and Privacy Act ("The Buckley Amendment" or "FERPA"), 20 USC 1232 g.

i. Coordinate physicals with the Supervising Physician or appropriately licensed designee of the Supervising Physician, for all athletes.

j. Monitor records to assure all athletes comply with the school's insurance coverage and program.

k. Maintain current inventory records of athletic training room supplies and equipment.

l. Accompany competitive teams to selected school-scheduled events. The ATs are expected to travel to and work at away games designated by School Board's athletic director, including any state and national tournaments. Approved travel by the ATs will be paid for by the School Board to University.

m. When scheduling conflicts arise, the higher risk sport or contact sports will be given priority. In no event will the AT transport students in any motor vehicle.

n. Carry out assigned duties related to all sports.

o. Conduct clinics for the coaching staff on the management and treatment of athletic injuries.

p. Conduct himself/herself at all times in a manner that will set a good example for young men and women to follow, on and off the field.

The School Board will allow the AT, under the direction of the College of Medicine's Supervising Physician, to participate in the preceding activities and will permit the AT to use its facilities and amenities as necessary to complete these activities and responsibilities. University will provide the AT with a copy of the current Policy and Procedure Manual for Athletic Trainers.

5. The University has reviewed and is familiar with the confidentiality requirements imposed by the Federal and State law and School Board policy on student records and agrees to notify its AT employees of these confidentiality requirements and to strictly enforce compliance with these requirements. Notwithstanding the foregoing, School Board or University will have

the right to terminate this Agreement at any time for refusal by the other party to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by University or School Board in conjunction with this Agreement, unless otherwise provided by law.

6. The School Board's Director of Curriculum and Instruction or his/her designees will coordinate with the University to schedule for the AT services to be rendered, such schedule to be mutually acceptable to the University, to the Athletic Director, and to the High School principal.

7. The University represents to the School Board that it will withhold, or arrange for the withholding of, income tax and social security tax for its employee ATs and will maintain, or arrange for the provision of worker's compensation insurance for its ATs. The University understands that its ATs will not participate in any of the School Board's employee benefits.

8. Nothing in this agreement will constitute or be construed to be or to create a joint venture or partnership between University and the School Board. Nothing herein will be construed as giving the School Board the right to control the professional judgment of the University, its employees or agents, and the University will at all times act as an independent contractor. The University has agreed to make personnel who are qualified as described herein available to the School Board to provide the services previously described. The University covenants and agrees that it will, in consultation with the College of Medicine's Supervising Physician, instruct and supervise its ATs to (i) use diligent efforts and professional skills and judgment, (ii) provide services in accordance with and in a manner consistent with customary and recognized standards of the profession, and (iii) conduct himself or herself in manner consistent with the policies and rules and regulations of School Board. In the event that any AT assigned hereunder fails to meet these requirements, the University will immediately remove that AT from providing Services to the School Board.

9. The School Board acknowledges and agrees that it will not exercise control or direction over the means, methods, or manner by which the University assigned ATs exercise professional judgment in the provision of professional services as set forth herein. The ATs will at all times be under the direction, supervision, and control of University College of Medicine-employed Supervising Physician. The ATs will at all times act in accordance with the terms of the statutorily prescribed protocol, in accordance with and under the supervision and control of the designated Supervising Physician. The University is solely responsible for the activities of University assigned ATs pursuant to this Agreement. The University is solely responsible for ensuring the proper execution and completion of University's duties, as performed through the assigned AT. If a specific plan of care for an athlete is prescribed by a community physician and such care plan is consistent with the statutorily prescribed protocol then, in the sole discretion of the designated Supervising Physician, the Supervising Physician may instruct the AT assigned to the athlete's school to provide services consistent with the community physician prescribed care plan for such athlete. At all times, however, the assigned AT will continue to be under the supervision, direction, and control of the designated Supervising Physician.

10. To the extent that the State of Florida, on behalf of the Board of Governors, Board of Trustees, and University, has partially waived its immunity to tort claims and is vicariously responsible for the negligent acts and omissions of its employees and agents as prescribed by Section 768.28, Fla. Stat. , University is protected for a claim or judgment by any one person in a sum not exceeding Two Hundred Thousand Dollars ($200,000.00) and for total claims or judgments arising out of the same incident or occurrence in a total amount not exceeding Three Hundred Thousand Dollars ($300,000.00), such protection being provided by the University of Florida J. Hillis Miller Health Center Self-Insurance Program, a self-insurance program created pursuant to the authority of Section 1004.24, Fla. Stat. Personnel and agents of University are not individually subject to actions arising from their state functions. Any damages allocated against the University as prescribed by Section 766.112, Fla. Stat., are not subject to reallocation under the doctrine of joint-and-several liability to codefendants of the University in professional liability actions. The sole remedy available to a claimant to collect damages allocated to University is as prescribed by Section 768.28, Fla. Stat. All liability protection described in this Section is on an "occurrence" basis. The University of Florida J. Hillis Miller Health Center Self-Insurance Program provides ongoing protection with no expiration.

11. This is an agreement for professional and specialized services and will not be assigned by the University or by the School Board in any manner or by operation of law.

12. All title to supplies, student records, and student information will remain the sole property of the School Board. Notwithstanding the foregoing, medical records for medical services rendered by University that are captured and retained in University's electronic medical record shall at all times be maintained, retained, and owned by University. Such medical records will be subject to the Health Insurance Portability and Accountability Act ("HIPAA").

13. Either party may terminate this agreement:

a. After giving thirty (30) days prior written notice to the other party of its intention to terminate without cause.

b. Upon ten (10) days written notice to the other party if the other party fails after fifteen (15) days written notice of default or failure to comply to provide the professional services required to be provided under this agreement or fails to comply with any other provision of this agreement.

c. In the event that this Agreement is terminated prior to the completion of the 2023-2024 School Year, the School Board will pay the agreed upon fee for any additional service or school designated by School Board in accordance with this Agreement, and total unpaid Service hours provided through the date of termination.

14. The University certifies that all ATs who participate in this program will have the following minimum qualifications:

a. Have a Baccalaureate degree.

b. Be Board of Certification certified or certified-eligible.

c. Hold an Athletic Training license or be eligible to obtain an Athletic Training license in the state of Florida.

d. Be enrolled at the University of Florida and/or be employed by or a leased employee of the College of Medicine.

e. If enrolled as a student at the University of Florida, demonstrate academic achievement and be in good standing with the University.

f. The AT(s) have liability insurance as verified by the University's letter.

g. The AT will report on administrative matters to the Athletic Director, or Coach. The AT will report on medical matters to the Supervising Physician.

h. All ATs providing services under this Agreement, whether University employed, or as a University student, will provide such services under the supervision and control of a University College of Medicine- employed faculty physician, and as such are protected against tort claims by University's self-insurance program for its College of Medicine. See the Certificate of Liability Protection (Exhibit 2) for a description of the protection afforded The University of Florida Board of Trustees and its employees and agents.

15. In accordance with Section 1012.465, Fla. Stat., University will ensure that all ATs will be fingerprinted at a location designated by the School Board and undergo level 2 screening as provided in Section 1012.32, Fla. Stat. Associated costs will be borne by the University. No AT who has been convicted of a crime involving moral turpitude, as determined by the School Board, will be allowed to have direct access to students under this Agreement. The University's breach of this provision will constitute a material breach of this Agreement.

If for reasons outside the control of the University and the School Board, the ATs become incapacitated or unavailable, the University agrees to reimburse the School Board on a pro rata time basis for all Service hours paid for but not provided, if any.

16. The administrative staff of the School Board will conduct an evaluation of the AT program based on the performance of the responsibilities as outlined above. Results of the evaluation will be available by the end of the fiscal year.

17. This agreement represents the entire understanding and agreement between the parties concerning the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties.

18. The provisions of this agreement may not be amended, supplemented, waived, or changed orally but only in writing by making specific reference to this agreement signed by both parties.

19. All notices, requests, consents, and other communications required or permitted under this agreement must be in writing, with written acknowledgement of receipt, and hand delivered by messenger or courier service, faxed, emailed, or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed to:

SCHOOL BOARD: Ted Roush, Superintendent of Schools
Suwannee County School Board
1740 Ohio Ave. S
Live Oak, FL 32064
Email: ted.roush@suwannee.k12.fl.us

UNIVERSITY: C. Parker Gibbs, M.D., Chair
UF Health Orthopaedic Surgery and Sports Medicine
College of Medicine, University of Florida
Post Office Box 112727
Gainesville, FL 32611-2727
Fax Number: (352) 273-7388

or to such other address as any party may mutually designate by notice complying with the terms of this Agreement. Each such notice will be deemed delivered:

a. On the date delivered if by personal delivery;
b. On the date faxed or emailed, with written acknowledgment, if by facsimile or email, and
c. On the date upon which the Return Receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered, as the case may be, if mailed.

20. Provisions contained in this agreement, which are contrary to, prohibited by, or invalid under applicable laws or regulations will be deemed omitted from this document and will not invalidate the remaining provisions thereof.

21. Either party may terminate this agreement at any time for refusal by the other party to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this agreement, but subject to any federal or state law, rule, or regulation which may prohibit public access.

22. This agreement and any disputes herein under will be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. University and School Board agree that venue will be in Alachua County, Florida.

23. The parties will comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General or by any other Florida official with proper authority.

24. Nothing in this Agreement should be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement, or to confer any rights on any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

25. Nothing in this Agreement is intended to waive sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Section 768.28, Florida Statutes. This term survives the termination of all performance or obligations under this Agreement, and is fully binding until any applicable statute of limitations bars any proceeding brought under this Agreement.

26. E-verify. In accordance with Executive Order 11-116, UNIVERSITY must utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verifv.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. UNIVERSITY will also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

27. Neither party will discriminate against any individual on the basis of race, ethnicity, creed, color, religion, age, disability, sex, marital status, national origin, genetic information, political opinions or affiliations, and veteran status.

28. School Board will be responsible for securing any and all permissions and consents for each of its student athletes to participate in athletic events, including prior written parental consent for treatment of minors by and through the assistance of a Supervision Physician, AT, or other University provider if needed in the event of an injury or other medical condition. Written parental consent obtained by School Board shall comply with section 1014.06, Florida Statutes.

29. **Public Records**

A. IF "SCHOOL BOARD" HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO "SCHOOL BOARD'S" DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT: THE OFFICE OF MEDIA RELATIONS AND PUBLIC AFFAIRS: 101 TIGERT HALL, 300 SW 13TH STREET, P.O. BOX 113156, GAINESVILLE, FLORIDA, 32611-3156; PHONE: 352-846-3903; FACSIMILE: 352-392-3908, OR EMAIL: pr-request@ufl.edu

B. IF "UNVERSITY" HAS QUESTIONS REGARDING THE

APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO "UNIVERSITY'S" DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT: PUBLIC RELATIONS AND COMMUNICATION OFFICER: LORIE NORRIS, AT(386-647-4608), lorie.norris@suwannee.K12.fl.us OR IN PERSON AT 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Agreement as of the date first set forth above.

ACCEPTED AND APPROVED:

SUWANNEE COUNTY SCHOOL BOARD

By:_____
Jerry Taylor,
Board Chairman

Date: _____

By: _____
Ted L. Roush,
Superintendent of Schools

Date: _____

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

ACCEPTED AND APPROVED:

THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES for the benefit of the COLLEGE OF MEDICINE

By:_____
for Colleen G. Koch, M.D., MS, MBA.
Dean, College of Medicine

Date:_____

ACKNOWLEDGING SIGNATURES TO ATHLETIC TRAINING AND SERVICE AGREEMENT BETWEEN THE UNIVERSITY OF FLORIDA AND SUWANNEE COUNTY SCHOOL BOARD # 621569

ACKNOWLEDGED:

By: _____
C. Parker Gibbs, M.D. Date
Chair, Department of Orthopaedic Surgery and Sports Medicine

By: _____
David R. Nelson, M.D. Date
Senior Vice President, Health Affairs
University of Florida

EXHIBIT A

Designated Schools	Minimum Hours Per Week	Rate for 2023-2024 School Year
Branford High School	20	$40.00 per hour
Suwannee High School	20	$40.00 per hour
Suwannee Middle School	20	$40.00 per hour

EXHIBIT B

UFHealth
UNIVERSITY OF FLORIDA HEALTH

J. Hillis Miller Health Center Self-Insurance Program
P. O. Box 112735
Gainesville, FL
32611-2735 Tel:
(352) 273-7006
Fax: (352) 273-5424

CERTIFICATE OF LIABILITY PROTECTION
University of Florida College of Medicine

This memorandum provides a summary of the professional and patient general liability protection for claims and actions which arise from the acts or omissions of University of Florida College of Medicine (UFCOM) health care faculty, residents, and employees while acting within the course and scope of their employment, and/or for UFCOM students while in an approved UFCOM course of study or training program. A full description of the terms and conditions of the protections noted herein can be obtained from the administrative office of the University of Florida J. Hillis Miller Health Center Self-Insurance Program (UFSIP), a self-insurance program created pursuant to the authority of section 1004.24, Florida Statutes.

The UFCOM is a component of the University of Florida Board of Trustees (UFBOT). To the extent the State of Florida has partially waived its immunity to tort claims as described in section 768.28, Florida Statutes, the UFBOT is protected for a professional or patient general liability claim or judgment by any one person in a sum not exceeding TWO HUNDRED THOUSAND DOLLARS ($200,000), and for total claims or judgment arising out of the same incident or occurrence in a total amount not exceeding THREE HUNDRED THOUSAND DOLLARS ($300,000), without an annual aggregate, such protection being provided by the UFSIP. Additional protection is provided by the UFSIP for total professional or patient general liability claims or judgment arising out of the same incident or occurrence up to ONE MILLION DOLLARS ($1,000,000), without an annual aggregate and inclusive of the statutory limits described above, for any loss in excess of the statutory limits of liability which is assigned to the UFBOT by action of the Legislature and Governor of the State of Florida.

Individuals and entities protected by the UFSIP who are not subject to the immunity as described in section 768.28, Florida Statutes, are provided professional and patient general liability protection for total claims or judgment arising out of the same incident or occurrence up to a liability limit of TWO MILLION DOLLARS ($2,000,000), without an annual aggregate, with such protection being provided by the UFSIP.

Students of the UFCOM, while participating in a pre-approved course of study or training program, and when not subject to the immunity as described in section 768.28, Florida Statutes, are provided professional and patient general liability protection for total claims or judgment arising out of the same incident or occurrence up to a liability limit of ONE MILLION DOLLARS ($1,000,000), without an annual aggregate, with such protection being provided by the UFSIP.

All liability protection described herein will respond to any claim or action arising from negligent acts or omissions on an OCCURRENCE basis, subject to applicable statutes of limitation and repose.

Professional liability actions filed against the UFBOT pursuant to section 768.28, Florida Statutes, are subject to

section 766.112(2), Florida Statutes, which provides that any judgment against the UFBOT for medical malpractice actions shall be on the basis of the UFBOT's comparative fault and not on the basis of the doctrine of joint and several liability and that the sole remedy available to a claimant to collect damages allocated to the UFBOT shall be pursuant to section 768.28, Florida Statutes.

This Certificate of Liability Protection does not amend, alter, or modify the protection afforded by the UFSIP and is not fully descriptive of all conditions and restrictions. Further, the UFSIP is prohibited from adding as "insureds" or "protected entities" any individual or entity not described in section 1004.24, Florida Statutes, or other statute specifically authorizing their protection, nor can their protection be contractually extended to non-insureds or non-protected entities through indemnity or save-and-hold-harmless or similar agreements.

Certificate Coverage Period: July 1, 2023 12:01 a.m. to July 1, 2024 12:01 a.m. (Named Insured Local Standard Time)

Lynette M. Belforti
Operations and Underwriting
Officer February 7, 2023

An Equal Opportunity Institution

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made as of the date of execution by and between the Suwannee County School Board ("SCSB"), and **Southern Loving Care, Inc.** ("Individual"), (hereinafter "Contractor.").

WITNESSED:

WHEREAS, SCSB operates schools and educational institutions and is in need of a intermittent medical office secretary to provide medical office secretarial services on an as needed basis; for SCSB; and

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified individuals with expertise and experience in providing medical office secretarial services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

A. SERVICES: SCSB hereby engages Contractor to provide medical office secretarial services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

(i) Contractor and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.

(ii) Contractor and staff shall not be required to perform services in any order or sequence specified by SCSB.

(iii) Contractor and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.

(iv) Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.

(v) Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.

(vi) The Contractor and staff shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.

C. DOCUMENTATION: Contractor shall submit to SCSB, on a bi-weekly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by SCSB.

2. REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;

B. None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.

C. Contractor shall perform the services required hereunder in accordance with:
(i) all applicable federal, state, and local laws, rules, and regulations;

(ii) all applicable policies of: SCSB;

(iii) all applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS;

D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and

E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with the provision of services under this Agreement; and

F. All Contractor staff shall comply with all applicable terms of this Agreement.

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

4. TERM

The initial term of this Agreement shall commence on December 12, 2023, and end on June 30, 2024 unless sooner terminated as provided herein. This Agreement shall automatically renew for additional one (1) year terms thereafter until terminated as provided herein.

5. COMPENSATION

For the services rendered pursuant to this Agreement, Contractor shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit B attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph l(C) of this Agreement.

6. BILLING

Contractor shall bill SCSB for services provided hereunder on a bi-weekly basis. Each invoice shall be in the form, and contain the information, requested by SCSB, and SCSB shall pay each invoice within ten (10) days after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice.

7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including confidential Patient information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved

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

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

8. CRIMINAL BACKGROUND CHECKS

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

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

9. AUDITS, RECORDS, AND RECORDS RETENTION

The District or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be

exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Contractor in order:

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

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

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

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

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

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

10. INDEMNIFICATION

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

11. DEBARMENT & SUSPENSION

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

12. TERMINATION

A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.

B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:
(i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staff's professional license or certification, in the State of Florida, or

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

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

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

13. ARBITRATION

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

14. ENTIRE AGREEMENT; MODIFICATION

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

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

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

17. NOTICES

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

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

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

Contractor: Southern Loving Care, Inc.
106 White Ave SE, STE B2
Live Oak, FL 32064

18. WAIVER

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

19. CAPTIONS

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

20. ASSIGNMENT; BINDING EFFECT.

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

21. RELEASE OF PATIENT RECORDS

By signature, Contractor assures that the released patient data will be handled with confidentiality as required by Federal and State law.

22. PUBLIC RECORDS

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

23. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2023-2024 academic year.

24. E-Verify. Effective July 1, 2020

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

B. Subcontractors

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

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

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

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

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

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

SUWANNEE COUNTY SCHOOL BOARD

_____ _____
Jerry Taylor, Chairperson Date

_____ _____
Ted L. Roush, Superintendent of Schools Date

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

CONTRACTOR

_____ _____
Witness Signature Southern Loving Care, Inc.
Authorized Representative

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

_____ _____
Date Date

EXHIBIT A

SERVICES PROVIDED:

Medical Office Secretary will be responsible for:

*Running the day to day operations of the clinic

*Provide on-call/emergency assistance for front desk coverage at SCSD Wellness Center

* Assist practitioner whenever necessary

* Ensure quality patient care

*Assist in maintaining patient medical records

*Ensure Office is HIPAA Compliant

*Schedule annual HIPAA Training

*Coordinate Lab Pickups

*Send / Receive Medical Records for patient care

*Open / Sort Office Mail

*Coordinate referral services for patients if needed

*Schedule Imaging for patients if needed

*Liaison between Clinic and SCSB

*Open / Close office daily

*Answer Phone, take messages, and direct calls as needed

*Coordinate EMR training with clinic staff

*Check patients in and out

*Collect any monies due from patients

*Assist in back office when needed

*Provide patients with necessary / requested information

*Maintaining daily cash logs if applicable

*Make deposits / Reconcile accounts daily

*Create New Patient Paperwork

*Schedule and verify patient appointments

*Follow up with patients who missed their appointments

*Complete SCSD "Leave Notes" as provided by SCSD Payroll Staff

CONTRACTOR FEDERAL IDENTIFICATION NUMBER:
INDIVIDUAL SOCIAL SECURITY NUMBER:

IRS Form W-9 is on file.

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

American Rescue Plan (ARP)

EXHIBIT B

FEE SCHEDULE

The SCSB shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder. The SCSB shall be responsible for all furniture, fixtures, equipment, supplies, EMR and or anything else necessary to operate the wellness center. Contractor will be paid a rate of $26/hr. Schedule will be on a as needed basis to provide on-call/emergency coverage.

EXHIBIT C

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

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

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

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

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

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

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

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

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

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

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

SUWANNEE COUNTY SCHOOL DISTRICT
SCHOOL CALENDAR
2023-2024

MY CHOICE for High Quality Education!

July 2023

July 2-28: Summer Hours
July 4: Holiday

	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
	31				

August 2023

Aug 3-9: Pre-planning Days
Aug 10: First Day for Students
Aug 28: PD Day

		1	2	3	4
	7	8	9	**10**	11
	14	15	16	17	18
	21	22	23	24	25
	~~28~~	29	30	31	

September 2023

Sept 4: Labor Day Holiday
Sept 25: PD Day

					1
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	~~25~~	26	27	28	29

October 2023

Oct 11: End of Q1 (42 days)
Oct 13: Teacher Work Day
Oct 30: PD Day

	2	3	4	5	6
	9	10	11	12	~~13~~
	16	17	18	19	20
	23	24	25	26	27
	~~30~~	31			

November 2023

Nov 10: Veterans Day (observed)
Nov 20-24: Thanksgiving Break

			1	2	3
	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	

December 2023

Dec 20: Early Release
Dec 20: End of Q2 (42 days)
Dec 21-29: Christmas Break

					1
	4	5	6	7	8
	11	12	13	14	15
	18	19	**20**	21	22
	25	26	27	28	29

January 2024

Jan 1: New Year's Holiday
Jan 2-4: Christmas Break
Jan 5: Teacher Work Day
Jan 8: Students Return
Jan 15: MLK Day
Jan 29: PD Day

	1	~~2~~	~~3~~	~~4~~	~~5~~
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	~~29~~	30	31		

February 2024

Feb 19: President's Day
Feb 26: ~~PD Day~~
Student Instructional Day Due to Hurricane Idalia

				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	

March 2024

March 14: End of Q3 (45 days)
March 15: Teacher Work Day
March 18-22: Spring Break
March 25: ~~PD Day~~
Student Instructional Day Due to Hurricane Idalia
March 29: Good Friday

					1
	4	5	6	7	8
	11	12	13	14	~~15~~
	18	19	20	~~21~~	~~22~~
	25	26	27	28	~~29~~

April 2024

April 22: PD Day

	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	~~22~~	23	24	25	26
	29	30			

May 2024

May 27: Memorial Day
May 29-30: Early Release
May 30: End of Q4 (45 days)
May 30: Students' Last Day
May 31: Post-Planning

			1	2	3
	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	**29**	**30**	31

June 2024

June 3-28: Summer Hours

	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28

PD Day -- Holiday for students.

Teacher Work Day - Holiday for students, bus drivers, food service workers, and paraprofessionals (as assigned).

Holidays for 10/11 month teachers, students, bus drivers, food service workers, and paraprofessionals.

Holidays for ALL employees and students.

* Early Release days may be subject to change with prior notice.
* PD Days may be converted to student days if needed for storm make-up days.

SCSB Approved 06/14/2022
Revised 7/25/2023
Revised 12/12/2023

SUWANNEE COUNTY SCHOOL DISTRICT
SCHOOL CALENDAR
2023-2024

MY CHOICE for High Quality Education!

Pre-Planning: August 3-9, 2023 **Post-Planning:** May 31, 2024

NINE WEEK PERIODS AND REPORTING DATES

First nine weeks/term:

Progress reports will be distributed	Friday, September 8, 2023
End of first nine weeks/mid 1st term	Wednesday, October 11, 2023
Grade reports go out	Friday, October 20, 2023

Second nine weeks/term:

Progress reports will be distributed	Friday, November 17, 2023
End of second nine weeks/end of 1st term	Wednesday, December 20, 2023
Grade reports go out	Friday, January 12, 2024

Third nine weeks/term:

Progress reports will be distributed	Friday, February 9, 2024
End of third nine weeks/mid 2nd term	Thursday, March 14, 2024
Grade reports go out	Thursday, March 28, 2024

Fourth nine weeks/term:

Progress reports will be distributed	Friday, April 26, 2024
End of fourth nine weeks/end of 2nd term	Friday, May 30, 2024

The school office is responsible for the distribution of report cards at the end of the year.

TEACHERS' WORKDAYS (3)

October 13, 2023	January 5, 2024	March 15, 2024

PROFESSIONAL DEVELOPMENT (PD) DAYS (7.5 DAYS – EXCEPT **COUNTY PD DAY) (6-1)

August 28, 2023	January 29, 2024	April 22, 2024
September 25, 2023**	~~**February 26, 2024**~~	
October 30, 2023	~~**March 25, 2024**~~	

HOLIDAYS 12-Months

July 4, 2023	December 21-22, 2023	February 19, 2024
September 4, 2023	December 25-29, 2023	March 18-20, 2024
November 10, 2023	January 1, 2024	May 27, 2024
November 20-24, 2023	January 15, 2024	

HOLIDAYS Students

August 28, 2023	November 20-24, 2023	~~**February 26, 2024**~~
September 4, 2023	December 21-22, 2023	March 15-24 **25**, 2024
September 25, 2023	December 25-29, 2023	March 29, 2024
October 13, 2023	January 1-5, 2024	April 22, 2024
October 30, 2023	January 15, 2024	May 27, 2024
November 10, 2023	February 19, 2024	

TEACHER PAID HOLIDAYS (6)

Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King, Jr. Day
Christmas Day	Presidents Day

- **Paraprofessionals** will work all student days, six (6) Professional Development Days, plus five (5) of the following days as determined by the school principal: Pre-Planning Days, Post-Planning Day, Teacher Work Days.
- **Food Service** and **Bus Drivers** work six (6) Professional Development Days as determined by their supervisor.
- 10 months personnel work 196 days.
- 11 months personnel work 216 days.

SCSB Approved 06/14/2022
Revised 7/25/2023
Revised 12/12/2023

Suwannee County School Board

Non-Instructional Athletic Coach Acknowledgement

This form must be completed for all coaches, paid and volunteer, as part of their annual eligibility to participate as an athletic coach with the Suwannee County School Board (SCSB). A form should be completed annually for each sport. For this form to be considered complete, all required paperwork must be submitted and all parties must print their name, sign, and date the form. The completed original form must be sent to Haley Radford, Certification Contact.

Coach Information

To be completed by the Athletic Director or Assistant Principal over Athletics.

☐ Applicant Coach ☐ Returning Coach

First Name	Last Name	School Year	School Name
Sport	Certificate #	Date Cleared to Coach by HR	

☐ Holds a valid Florida Athletic Coaching Certificate.

☐ Holds a valid CPR/AED/First Aid Certification.

☐ Completed District fingerprinting and background screening

☐ Completed Youth Mental Health Training or anticipated date: _____

☐ Recommendation form submitted for Board approval.

Coach Acknowledgment

To be completed by the Applicant or Returning Coach. Initial applicable lines. (* indicates requirement for ALL coaches)

_____ (Paid Coaches Only) I understand that I must have a **valid** State of Florida educator's/or Athletic Coaching Certificate in order to receive a supplement for my coaching services.

_____ (Paid Coaches Only) I understand, if not already held, that I must apply through the Department of Education for my initial 3 Year Athletic Coaching Certificate. I understand that an initial 3 Year Athletic Coaching Certificate is only issued once per lifetime and will expire after 3 years (as indicated on DOE Certificate).

_____ (Paid Coaches Only) I understand that I must apply to upgrade to a 5-year Athletic Coaching Certificate before my 3-year Athletic Coaching Certificate expires, should I intend to continue coaching. I understand that I will need to complete the required coursework, completed by College Credit or through NEFEC Instructional Services, before my 3-year Athletic Coaching Certificate expires and I receive a supplement. I understand that the required 180 hours are taken as three 60-hour online courses through Human Kinetics Coach Education and I am responsible for the cost of each course.

_____ (Paid Coaches Only) I understand that I must apply for an extension to my 5-year Athletic Coaching Certificate before the expiration date (as indicated on DOE Certificate).

_____ (Volunteer Coaches Only) I understand that I, of my own free will, volunteer my time and service to participate in a school volunteer coach capacity without promise, expectation or receipt of any form of compensation for service rendered.

Printed Name of Applicant/Returning Coach	Signature of Applicant/Returning Coach	Date
Printed Name of Athletic Director or AP over Athletics	Signature of Athletic Director or AP over Athletics	Date
Printed Name of Principal	Signature of Principal	Date

School Board Office Use Only

Haley Radford, Certification Contact Signature _____ Date _____

Board Approved_____ Denied _____ Date_____